

Misc. MRC MASTER AGREEMENT
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MASTER AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Master Agreement for Information Technology Services (this "Master Agreement") is entered into between MRC, Inc. (hereafter "MRC"), with offices located at 1346 Laubscher Rd, Evansville, Indiana, and the City of Evansville/Vanderburgh County (hereafter "Customer") with offices at 1 NW Martin Luther King Boulevard, Evansville, IN. This Agreement will become effective on the date when executed by an authorized representative of both parties (the "Effective Date").

BACKGROUND AND OBJECTIVES

This Master Agreement is entered into in connection with Customer's decision to engage MRC to provide certain information technology services related to Customer's business operations. This Master Agreement sets forth the general terms and conditions governing the relationship between MRC and Customer. It is the intent of MRC and Customer that upon entering into this Master Agreement, they will enter into one or more Service Agreements under this Master Agreement setting forth the specific terms and conditions applicable to specific Service elements to be provided by MRC to Customer.

The parties further agree as follows:

**SECTION 1
DEFINITIONS**

Section 1.1 Certain Definitions

In this Master Agreement, the following terms will have the indicated meanings:

"**MRC Facilities**" means the facilities owned or leased by MRC and from which MRC will provide any Services as specifically identified in a Services Agreement. These facilities will be located on the City and County premises and such other location as may be designated by MRC.

"**MRC Personnel**" mean employees of MRC and its subcontractors assigned to performing Services.

"**MRC Software**" means any Software owned by MRC and used in conjunction with any of the Services.

"**Account Manager**" has the meaning given in Section 9.1.

"**Affiliate**" means, with respect to any specified person or entity, any other person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person or entity.

"**Business Day**" means Monday through Friday, 7:30AM to 5:30PM, excluding MRC recognized holidays.

"**Charges**" has the meaning given in Section 12.1.

“CIO” means the Chief Information Officer of the City of Evansville and Vanderburgh County, Indiana.

“Confidential Information” has the meaning given in Section 8.1.

“Confidential Materials” has the meaning given in Section 8.1.

“Contract Administrator” means the Mayor of Evansville and the President of the Vanderburgh County Board of Commissioners in Vanderburgh County, Indiana and/or their designee.

“Contract Year”, with respect to a Service Agreement, means each annual period beginning on the Service Agreement Commencement Date.

“Customer” means the City of Evansville and Vanderburgh County, Indiana.

“Customer Data” means all information entered in Software or Equipment by or on behalf of Customer and information derived from such information.

“Customer Satisfaction Survey” means surveys sent to random end users or end users within an area that just experienced a missed service level. Seventy-five percent (75%) of end users that are within an area that experienced a missed service level must be surveyed. The level of satisfaction of the end users within an area that experienced a missed service level will determine the percent of credit MRC will receive.

“Customer Equipment and/or Software” means any Equipment and/or Software owned by Customer and used in conjunction with any of the Services.

“Disclosing party” has the meaning given in Section 8.1.

“Effective Date” means the date this Master Agreement has been signed by an authorized representative of both parties.

“Equipment” means the computer equipment owned or leased by MRC and used by MRC to provide the Services and all associated accessories and peripheral devices used in the provision of Services.

“Excused Events” means any event which causes MRC to fail to achieve a Service Level which will not be included in any calculation of Service Level Credits that may be owed to Customer, or whether a Termination Event has occurred with respect to a particular Service Level. Examples of Excused Performance Problems include, but are not necessarily limited to: (i) errors or defects in Customer Software or Customer Equipment; (ii) any action or inaction taken by Customer or a third party service provider of Customer which causes an adverse affect on MRC’s ability to provide the Services, or (iii) a manifestation of a latent defect in Third Party Software or Equipment; (iv) hardware / software processing time is greater than service level allotted time. (v) events that are beyond MRC control.

“Force Majeure Events” has the meaning given in Section 16.3.

“Key Personnel” means anyone in the position of Account Manager, Operations Manager, and Infrastructure Manager.

"**Losses**" means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) incurred by an indemnified party in connection with a third party claim.

"**Master Agreement**" means this Master Agreement for Information Technology Services and, when the meaning so requires, all Service Agreements and associated Schedules and Exhibits to such Service Agreements.

"**Notice of Assumption of Defense**" has the meaning given in Section 15.5.

"**Receiving party**" has the meaning given in Section 8.1.

"**Reports**" means, collectively, single or periodic reports relating to the Services that are provided by MRC to Customer under any Service Agreement.

"**Rules**" has the meaning given in Section 18.3

"**Schedules**" means any schedule, exhibit, agreement or other document either (i) attached to this Master Agreement, (ii) attached to Service Agreements; or (iii) executed by the parties at any time, if such document states that it is a schedule to this Master Agreement or any Service Agreement.

"**Service Agreement**" has the meaning given in Section 2.1.

"**Service Agreement Commencement Date**" means the date that MRC begins provision of the Services under a particular Service Agreement or such other date as may be noted in that particular Service Agreement.

"**Service Agreement Effective Date**" means the date on which an authorized representative of both parties has executed a particular Service Agreement.

"**Service Agreement Term**" means the term of the applicable Service Agreement, as defined in each Service Agreement.

"**Service Level**" has the meaning given in Section 5.1.

"**Service Level Credits**" has the meaning given in Section 5.2.

"**Services**" has the meaning given in Section 4.1.

"**Software**" means any computer software that relates to Services provided under a Service Agreement, and includes any Customer Software, MRC Software and Third Party Software.

"**Term**" has the meaning given in Sections 3.1 and 3.2. When used herein in the context of a Service Agreement, "Term" refers to the applicable Service Agreement Term.

"**Termination/Expiration Assistance**" has the meaning given in Section 17.4.

"**Third Party Consents**" has the meaning given in Sections 6.2.

"Third Party Contracts" means any contract that is a Third Party Software License or Third Party Service Contract.

"Third Party Service Contracts" means, collectively, (i) the agreements between Customer and a third party pursuant to which the third party is providing to Customer immediately before a Service Agreement Effective Date any services included within the Services, and (ii) the agreements between MRC and a third party pursuant to which the third party is providing to Customer or MRC at any time during the applicable Service Agreement Term any services included within the Services.

"Third Party Software" means any Software that is owned by a person other than MRC or Customer and used to provide the Services.

"Third Party Software License" means a license agreement that authorizes Customer or MRC to use Third Party Software.

"Transferred Equipment" has the meaning given in Section 6.1.

Section 1.2 Other Definitions

Other terms used in this Master Agreement, the Schedules and the Service Agreements are defined where they first appear and have the respective meanings so indicated.

SECTION 2 MASTER AGREEMENT

Section 2.1 Master Agreement

This Master Agreement is an agreement that contains general contractual terms for Services to be provided to Customer by MRC. Services will be provided by MRC under separate Service Agreements entered into by Customer and MRC. Each Service Agreement will describe the Services covered by that Service Agreement, the provisions for payment, the term for performance, applicable Service Levels (if any), and other provisions that are specific to that Service Agreement.

Section 2.2 Interpretation and Precedence

This Master Agreement, the Service Agreements, and Attachments and other Schedules that may be added to the Service Agreements are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between this Master Agreement and a Schedule or any Service Agreement, the order of precedence will be: (i) the Master Agreement; (ii) any Service Agreement; and (iii) any attachment or Schedule to that Service Agreement.

SECTION 3 TERM

Section 3.1 Term

The term of this Master Agreement (the "Term") is from contract signing date to December 31st, 2011 unless earlier terminated or renewed in accordance with the provisions of this Master Agreement.

Section 3.2 Renewal Term

Customer will have the option to request a renewal of the Master Agreement and each Service Agreement for up to two (2) additional annual terms by delivering written notice of such renewal to MRC at least ninety (90) days before expiration of the final applicable Contract Year under the Master Agreement or applicable Service Agreement and before expiration of each annual period thereafter as applicable. Thereafter, MRC will have forty-five (45) days from receipt of such notification in which to notify Customer as to whether or not it agrees to any such renewal term, and under what modified terms and conditions, if any, MRC will be willing to accept such a renewal.

SECTION 4 SERVICES

Section 4.1 General; Service Agreements

Throughout the Term, MRC will provide the services described in the Service Agreements, as such Service Agreements may be amended and supplemented from time to time (collectively, the "Services"). MRC will provide the Services in accordance with the terms of this Master Agreement, the Schedules, and the applicable Service Agreement.

The specific Services to be supplied by MRC to Customer, the compensation to be paid and other related matters will be expressed in each Service Agreement prepared from time to time by MRC in response to a request by Customer for such Services. Each Service Agreement will incorporate by reference, and will be subject to, the terms and conditions of this Master Agreement. No Services will be provided by MRC unless and until the appropriate Service Agreement has been duly signed and delivered to MRC by an authorized officer of Customer. A template is provided in Exhibit A of the Scope of Services.

As of the Effective Date of this Master Agreement, Customer and MRC are entering into the following Service Agreements:

Agreement

SERVICE AGREEMENT #1

Section 4.2 Third Party Services

If MRC and Customer can not agree on the terms of any Service Agreement, the Customer may obtain the Services that would have been covered by any such Service Agreement from any 3rd party of Customer's choosing. Subject to any exclusivity requirements or monthly minimum revenue commitments that may be set forth in a particular Service Agreement, Customer shall have the right to contract with a third party to perform any services which are in addition to, or outside the scope of, the Services or which require resources not covered by the Service Agreement. If Customer contracts with a third party to perform any such service, MRC will cooperate with Customer and such third party to the extent reasonably required by Customer. Customer will require such third parties to comply with MRC's reasonable requirements regarding operations, standards, security and the care and use of MRC's Confidential Information as well as any restrictions relating to access to any Third Party Software products.

If MRC intends to contract any services with subcontractors MRC agrees it will include the City and County in its approval cycle. The MRC Account Manager, or designee, will present a written request to the City/County Contract Administrator (CA) and the CA in turn and, in good faith, will, by written notice, approve or decline use of said contractor within fifteen (15) business days of CA's receipt of MRC's request.

SECTION 5 SERVICE LEVELS

Section 5.1 Service Levels

Concurrently with entering into each Service Agreement, Customer shall set the quantitative measurements intended to calculate MRC's level of performance of certain Service elements ("Service Levels"). With respect to the Service, which has an associated Service Level (SL), MRC will provide such Service throughout the Term in a manner, which meets or exceeds the associated Service Level.

Section 5.2 Service Level Failures

5.2.1 Notice of Service Level Failure - Opportunity to Cure

5.2.2 Notice of Failure. If an event of Service Level Failure occurs, MRC shall notify Customer in writing ("Failure Notice"), specifying the basis for such failure, and advising customer that such failure will be cured promptly.

5.2.3 Ability to Cure. The Customer shall in its written response to the Failure Notice, direct MRC to rectify the failure within a period not more than thirty (30) days from MRC's receipt of Failure Notice. The Customer may grant an additional period to cure the failure of such duration as the Customer shall deem appropriate without waiver of any of the Customer's rights hereunder, so long as MRC has commenced curing such failure and is effectuating a cure with diligence and continuity.

Section 5.3 Failure to meet Service Level Remedies.

5.3.1 Remedies Without limitation, the Customer's remedies for MRC's failure to meet Service Levels (SLs) shall include, but not be limited to, the following:

5.3.2 On a monthly basis commencing on July 1st, 2007, MRC shall supply the Customer with a consolidated report indicating its conformance with each of the SLs for the calendar month that ends with the report date, within ten (10) days of the end of said period (Reporting Date). The report shall specifically identify each SL that MRC has failed to meet during the reporting period (each referred to hereafter as the "Missed Standard"). MRC shall supply, if and as requested, backup information with respect to the information contained in the consolidated report.

5.3.3 As to each Missed Standard, after July 1st, 2007, MRC shall deliver with the report identifying same, a narrative explanation as to why the standard was missed during the reporting period and a plan to achieve conformance with the relevant SL within fifteen (15) days following the report date. If MRC alleges that the standard was missed due to

an Excusing Event, it shall be specifically identified in the narrative and MRC shall propose how the effects of the Excusing Event are to be mitigated. MRC shall promptly begin to implement the plan contained in the narrative unless and until specifically directed otherwise by the Customer. If the report following the report of the Missed Standard indicates that the MRC cannot implement or has not implemented its corrective action plan, or if the next following report does not demonstrate that compliance with the relevant SL has been achieved for the relevant reporting period, and the failures are not due to an Excused Performance Problem, then:

5.3.4

As to SL's set forth in the Service Agreement, the Customer may withhold 1% of the allocated cost identified for that specific SL starting with the sixty-first (61st) day that SL is missed. That amount can be credited against MRC's next invoice for Services rendered until such time as each such Missed Standard is corrected. If such failure continues for two (2) more months, the Customer shall be entitled to withhold 2% from the next invoice; if it continues for three (3) months, the Customer shall be entitled to withhold 4% from the next invoice and from each invoice thereafter increasing at a rate of 2% per month (up to a maximum of 100%) until each such Missed Standard has been corrected.

5.3.5

In the case of SLs evaluated on a monthly average basis, MRC will invoice and the Customer will pay the routine monthly bill minus the percent of money withheld due to missed SLs as outlined in Section 5.3.4. The money withheld shall not be returned to MRC until compliance with each such Missed Standard is achieved. For purposes of each such SL, compliance shall be deemed to have been achieved when the relevant SL has been met for four consecutive monthly reporting periods (net of Excused Events) subsequent to the reporting period on which it has been identified as a Missed Standard. Upon achievement of compliance, Customer agrees to promptly return 50% of the credit and agrees to return the remaining 50% of the credit through the following mechanism: During the Customer Satisfaction Survey process, where one (1) is low and five (5) is high, if MRC scores an average of 4, the Customer agrees to return 50% of the remaining credit balance, if MRC scores a average of 4.5, the Customer agrees to return 75% and if MRC scores a average of 5, the Customer agrees to return 98%. The process will allow the total average score to be determined with the dropping off of the highest and lowest individual score.

SECTION 6

MRC EQUIPMENT

Section 6.1 MRC Equipment

MRC will notify the City/County of all MRC owned or leased equipment that it has and wishes to bring on site within 30 days of doing so.

SECTION 7

INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS

Section 7.1 Customer Software

Each Service Agreement will identify the Customer Software, if any, that MRC is authorized to access to perform the Services and specify the rights of MRC to use the Customer Software.

Section 7.2 Third Party Software

Each Service Agreement will identify any Third Party Software required to perform the Services, and, unless otherwise stated in such Service Agreement, MRC will, to the extent necessary or appropriate to provide the Services: (i) maintain licenses for Third Party Software Licenses used by Customer on the Service Agreement Effective Date and (ii) upgrade, enhance, and implement new versions of Third Party Software used by Customer as of the Service Agreement Effective Date.

Section 7.3 Non-Infringement

MRC will perform its obligations under this Master Agreement and all Service Agreements in a manner that does not knowingly infringe, or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary rights of any third party.

SECTION 8 CONFIDENTIALITY

Section 8.1 Definitions

- (a) "Disclosing party" means the party furnishing Confidential Information and "Receiving party" means the party receiving the Confidential Information disclosed by the Disclosing party.
- (b) "Confidential Information" means information designated in writing as confidential by the Contract Administrator and/or MRC or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. Confidential Information includes, without limiting the generality of the foregoing, MRC Software, Customer Data, Customer Software, the terms of this Master Agreement, and information:
 - (i) relating to the Disclosing party's software or hardware products or services, or to its research and development projects or plans;
 - (ii) relating to the Disclosing party's methodologies, processes, techniques and business practices;
 - (iii) relating to the Disclosing party's business, policies, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about, the Disclosing party's clients or suppliers; and
 - (iv) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection and is confirmed in writing with ten (10) Business Days after the disclosure or inspection.

Notwithstanding the foregoing, Confidential Information does not include information, which the Receiving party can establish:

- (A) has become generally available to the public or commonly known in either party's business other than as a result of a breach by the Receiving party of any obligation to the Disclosing party;
- (B) was known to the Receiving party prior to disclosure to the Receiving party by the Disclosing party by reason other than having been previously disclosed in confidence to the Receiving party;
- (C) was disclosed to the Receiving party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing party with respect to the disclosed information;
- (D) was independently developed by the Receiving party without any recourse to any part of the Confidential Information; or
- (c) "Confidential Materials" means the part of any tangible media upon or within which any part of the Confidential Information is recorded or reproduced in any form, excluding any storage device, which forms a part of computer hardware.

Section 8.2 Rights, Restrictions and Obligations of the Receiving party

(a) During the Term, the Receiving party may:

- (i) disclose Confidential Information received from the Disclosing party only to its subcontractors, agents, representatives, advisors, employees, officers and directors and Affiliates who have a need to know such information exclusively for the purpose of executing its obligations or exercising its rights under this Master Agreement or any Service Agreement;

- (ii) reproduce the Confidential Information received from the Disclosing party only as required to execute its obligations or exercise its rights under this Master Agreement or any Service Agreement;

- (iii) disclose Confidential Information as required by law, provided the Receiving party gives the Disclosing party prompt notice prior to such disclosure to allow the Disclosing party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information; and

(b) Except as otherwise specifically provided in this Master Agreement or any Service Agreement, the Receiving party will not during the Term and after expiration or earlier termination hereof:

- (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from the Disclosing party; or

- (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.
- (c) The Receiving party will exercise the same care in preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. Reasonable care includes, without limiting the generality of the foregoing:
 - (i) informing its subcontractors, agents, representatives, advisors, directors, officers, employees and Affiliates and, where applicable, their directors, officers and employees, of the confidential nature of the Confidential Information and the terms of this Master Agreement, directing them to comply with these terms, and obtaining their written acknowledgment that they have been so informed and directed, and their written undertaking to abide by these terms; and
 - (ii) notifying the Disclosing party immediately upon discovery of any loss, unauthorized disclosure or use of Confidential Information, or any other breach of this Section by the Receiving party, and assisting the Disclosing party in every reasonable way to help the Disclosing party regain possession of the Confidential Information and to prevent further unauthorized disclosure or use.
- (d) The Receiving party acknowledges that:
 - (i) the Disclosing party possesses and will continue to possess Confidential Information that has been created, discovered or developed by or on behalf of the Disclosing party, or otherwise provided to the Disclosing party by third parties, which information has commercial value and is not in the public domain;
 - (ii) unauthorized use or disclosure of Confidential Information is likely to cause injury not readily measurable in monetary damages, and therefore irreparable;
 - (iii) in the event of an unauthorized use or disclosure of Confidential Information, the Disclosing party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction;
 - (iv) subject to the rights expressly granted to the Receiving party in this Master Agreement or in any Service Agreement, the Disclosing party and its licensors retain all right, title and interest in and to the Confidential Information, including without limiting the generality of the foregoing, title to all Confidential Materials regardless of whether provided by or on behalf of the Disclosing party or created by the Receiving party; and
 - (v) any disclosure by the subcontractors, agents, representatives, advisors, directors, officers and employees and Affiliates of the Receiving party and, where applicable, their directors, officers and employees will be deemed to be disclosure by the Receiving party and the Receiving party will be liable for any such disclosure as if the Receiving party had disclosed the Confidential Information.

Section 8.3 Duties of Parties Upon Termination

- (a) Immediately upon the Disclosing party's request, and at the expiration or earlier termination of this Master Agreement or any applicable Service Agreement, the Receiving party will:
 - (i) return all Confidential Materials, including, without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
 - (ii) With the consent of Customer, MRC will destroy all copies of Confidential Information in its possession; power or control, which are present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures the Confidential Information is rendered unrecoverable.

Upon completion of those tasks, an officer of the Receiving party will provide written confirmation to the Disclosing party that the requirements of this Section have been complied with.

- (b) The Disclosing party may visit the Receiving party's premises, upon reasonable prior notice and during normal business hours, to review the Receiving party's compliance with the terms of this Section.

Section 8.4 Ownership of Customer Data

All Customer Data will remain the property of Customer. The Customer Data will not be (i) used by MRC other than in connection with providing the Services, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by MRC, or (iii) commercially exploited by or on behalf of MRC, its employees or agents.

Section 8.5 Return of Data

MRC will upon (i) request by Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by MRC solely for back-up purposes.

SECTION 9

ACCOUNT MANAGEMENT/PERSONNEL/CHANGE CONTROL

Section 9.1 Account Managers.

- (a) MRC and Customer each will appoint an individual with overall program management responsibility for monitoring the performance of Services and addressing performance deficiencies under this Agreement (the "Account Manager(s)"). Subject to and in accordance with the terms and requirements of this Agreement, the Account Managers will meet upon the request of either party to:
 - (i) ensure that the Service Levels are met, and in the event of deficiencies not resolved by the personnel directly involved in the preparation and execution of the task, develop and implement problem recovery plans and solutions;

- (ii) review MRC's performance, coordinate the provision of Services to Customer and discuss future Customer requirements;
- (iii) serve as the principal interface between Customer and MRC with respect to all issues relating to the Services;
- (iv) review Customer responsibilities and any failure by Customer to conform with such responsibilities;
- (v) discuss and affect any other matters relating to the Services that may arise from time to time.
- (b) To the extent that the Account Managers are unable to resolve any issue, each of them will refer that issue to a person at the appropriate level of MRC or Customer management necessary to resolve the issue, who will use reasonable efforts to promptly resolve the issue.

Section 9.2 Key Personnel

Upon entering into a particular Service Agreement, the Parties may agree that certain personnel will be defined as either "Key MRC Personnel", "Key Transferred Employees" or "Key Customer Personnel". Such positions may be identified by job description and the parties may establish certain criteria relative to the transfer or redeployment of such positions within each Parties' respective organizations. By way of illustration, the Parties may agree to designate a position within MRC as a "Key MRC Personnel" under a particular Service Agreement. By agreeing to such a designation, MRC would agree that it would not transfer or re-assign such employee from Customer's account without the express written consent of Customer, which consent shall not be unreasonably withheld. All special designations of any "Key Personnel" (both of MRC and Customer) and any agreed upon parameters surrounding their activities in support of the transactions contemplated by this Master Agreement will be specified in each particular Service Agreement executed between the Parties. Key MRC personnel will devote substantial effort to the City/County IT work efforts as outlined in the Service Agreement.

In an effort to keep MRC focused on the day to day tasks associated with the support of the enterprise, neither the Contract Manager nor any part of the MRC's team will be allowed to solicit additional business from the City/County without consent from the City/County Executives.

Before assigning an individual to a Key MRC Personnel position, whether as an initial assignment or a subsequent assignment, MRC will issue notification of the proposed assignment, will introduce the individual to the appropriate City/County representatives, and will provide the City/County with a resume and other information reasonably requested, which may include a personal interview. If City/County objects to the proposed assignment, both parties will attempt to resolve City/County's concerns and achieve consensus. If the City/County's concerns have not been resolved within five (5) working days, the employee in question will not be assigned and MRC will propose another individual of suitable ability and qualifications. Unless specifically required by the City/County in writing, personnel filling positions may not be transferred or re-assigned until the City/County has approved a suitable replacement. MRC positions which are vacated because of illness, resignation, for cause or other situations outside of MRC's control should be replaced within sixty (60) days. Failure to replace Key MRC Personnel will result in a credit of \$1000 per week applied to a reduction in monthly billing prorated, unless otherwise agreed to by the City/County Executives.

Customer has the right to request the removal of any MRC employee for reasonable cause. MRC will request background checks through the Evansville Police Department on all MRC employees that apply to work at this site. The customer may perform a background check on any MRC employee at its discretion without having to notify MRC. There will be no charge to MRC for these background checks. All results will be shared with Customer and MRC Account Managers.

MRC agrees to adhere to a random Drug-Free Workplace Policy consistent with County Ordinance 2.27.020 and City Ordinance 5.60.01 regarding the random drug testing program for public works projects.

Section 9.3 Technical Change Control

MRC will implement any changes in the technical environment and systems used to provide the Services in accordance the relevant Service Agreement and any applicable Procedures Manual (the "Technical Change Control Procedures"). Furthermore:

- (a) MRC will not make any change that materially affects the functions or performance of, or decreases the operational efficiency of, the Services, the implementation of technological changes, without first obtaining Customer' approval, provided that if such proposed action or decision is one that, if not permitted, would cause MRC not to be able to meet an applicable Service Level, Customer's refusal to grant such request will be considered an Excused Performance Problem. Notwithstanding the foregoing, MRC may make temporary changes required by an emergency but shall, if reasonably practicable, contact appropriate Customer personnel to obtain prior approval.

- (b) MRC will move programs from development and test environments to production environments in a controlled and documented manner, and will not permit any changes to be introduced into such programs during such move without first obtaining Customer' approval.

Section 9.4 Contract Change Control

- (a) From time to time during the Term Customer or MRC may propose changes in or additions to the Services or other aspects of this Agreement or a Service Agreement. Subject to clause (c) below, all such changes shall be implemented pursuant to the procedures set forth in this Section (the "Change Control Procedures").

- (b) Any change to this Master Agreement must be approved MRC and the Contract Administrators and memorialized in a written amendment that specifically identifies this Master Agreement, the section of this Agreement that is the subject of the amendment, and the new provision.

- (c) If Customer desires to propose a change in or addition to the Services under a Service Agreement, it shall deliver a written notice to the MRC Account Manager describing the proposal. MRC shall respond to such proposal by preparing a written document ("Change Control Document"), indicating: (i) the effect of the proposal, if any, on the amounts payable by Customer; (ii) the possible effect of the proposal, if any, on Service Levels; and (iii) the anticipated

time schedule for implementing the proposal. If MRC desires to propose a change in or addition to the Services or other aspects of this Agreement, it may do so by preparing and delivering a Change Control Document to the Customer Account Manager.

- (d) Routine changes made in the ordinary course of MRC's provision of the Services that are performed within the then-existing resources used to provide the Services and that do not affect Service Levels (such as changes to operating procedures, schedules and Equipment configurations) may be made by MRC without the necessity of the above.

Section 9.5 Discrimination

MRC shall not discriminate against any person in its hiring or employment practices due to Race, Color, Religion, National Origin, Sex, Age or Physical or Mental Handicap that does not impede that person's ability to perform the work. A violation of this provision shall be deemed a material breach of this agreement.

SECTION 10 AUDITS

Section 10.1 Audit Rights

Audits of this agreement may be conducted at anytime during business hours and with prior written notification, on a non interference basis with MRC's normal delivery of services and service levels, unless relief is granted by the Customer.

SECTION 11 INSURANCE; RISK OF LOSS

Section 11.1 Required Insurance Coverage

Throughout the Term MRC will maintain in force, at minimum, the insurance coverage's described below. Additional coverage may be required under a Service Agreement.

MRC shall not commence any work under this Master Agreement until it has obtained insurance of the types and in the amounts required by this Section, nor shall MRC allow any subcontractor(s) to commence work on any subcontract until all insurance required of the subcontractor(s) has been obtained. MRC shall be responsible for verifying the acquisition and maintenance of said insurance by any subcontractor(s) hired by MRC. MRC shall name the City of Evansville and Vanderburgh County as additional insureds to all insurance contracts procured by MRC in accordance with this Section. All insurance procured by MRC is to be placed with insurers whom maintain a Best's rating of no less than A:VII. MRC shall be solely responsible for the payment of all premiums associated with any insurance required by Customer, and MRC shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Customer is an insured under the policy. MRC shall advise all subcontractor(s) of the requirements set forth above.

Commercial General Liability Insurance: MRC shall furnish and maintain, at MRC's expense during the life of the Master Agreement, such Commercial General Liability Insurance as shall protect it, the Customer, as an additional insured, and any subcontractor(s) performing work under this Master Agreement, from claims for damage for personal injury, occupational sickness or disease, including accidental death, as well as the claims for property damage, which may arise from operations under this Master Agreement, whether such operations be by MRC or by any subcontractor(s), or by any one directly or indirectly employed by either of them. The amounts of such insurance shall be as required by law. The Customer shall have the right to reject the insurance carrier selected by MRC. No work shall commence prior to Customer receiving a certificate of insurance verifying the coverages to be provided as defined herein. In the absence of regulations, the amounts of coverage shall be as follows:

- | | |
|--|---------------------------|
| 1. General Aggregate: | Not Less Than \$5,000,000 |
| 2. Commercial Products & Completed Operations Aggregate, per occurrence: | Not Less Than \$5,000,000 |
| 3. Umbrella Products & Completed Operations Aggregate, per occurrence: | Not Less Than \$1,000,000 |
| 4. Commercial Personal & Advertising Injury, per occurrence: | Not Less Than \$5,000,000 |
| 5. Umbrella Personal & Advertising Injury, per occurrence: | Not Less Than \$1,000,000 |
| 6. Employee Dishonesty and Computer Fraud Insurance for loss arising out of or in connection with fraudulent or dishonest acts committed by the employees of MRC, acting alone or in collusion with others, per loss: | Not Less Than \$1,000,000 |
| 7. Employee Dishonesty and Computer Fraud Insurance for loss arising out of or in connection with fraudulent or dishonest acts committed by the employees of MRC, acting alone or in collusion with others, per loss: | Not Less Than \$1,000,000 |
| 8. Umbrella Professional Liability and Errors and Omissions Insurance coverage, per occurrence: | Not less Than \$2,000,000 |
| 9. Fire Damage (Any one fire): | Not less Than \$50,000 |
| 10. Medical Expense (Any one person): | Not Less Than \$5,000 |

Worker's Compensation Insurance: MRC shall furnish certificates from the Worker's Compensation Board of Indiana, or its successor, that it is fully covered by Worker's Compensation and Occupational Diseases insurance, on all Employees of MRC. MRC shall maintain said coverage for the life of the Master Agreement. The same requirements pertain to any subcontractor(s). MRC shall be responsible for verifying that all subcontractor(s) have Workmen's Compensation and Occupational Insurance Coverage. No work shall commence prior to the Customer receiving a certificate of insurance verifying the coverages provided herein.

Automobile Liability: MRC shall furnish and maintain, at its expense during the life of the Master Agreement, automobile liability insurance, covering claims for damages because of bodily injury, death or property damage arising from the use of all motor vehicles engaged in operating within the terms of this Master Agreement. The amounts of such combined single limit coverage shall be not less than (\$ 1,000,000) for any one occurrence, including hired and non-owned vehicles. All subcontractor(s) of MRC shall have similar automobile liability insurance. MRC shall be responsible for verifying that all subcontractor(s) have said automobile liability insurance. No work shall commence prior to the Customer receiving a certificate of insurance verifying the coverage provided herein.

PROOF OF INSURANCE: MRC shall furnish the Customer with satisfactory proof of coverage of the insurance required, in a reliable company or companies to be approved by the Customer, licensed to do

business in the State of Indiana, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies, filed with the Customer. The certificates of insurance shall show the name and address of the company, expiration date or dates, and the policy number or numbers. The Customer reserves the right to require complete, certified copies of all required insurance policies at any time.

Proof of insurance shall be maintained up to date, and failure to maintain adequate coverage and proof shall be deemed sufficient reason for cancellation of the Master Agreement. All insurance shall provide that the policy shall not be canceled, terminated or modified unless thirty (30) days prior to such cancellation, termination or modification written notice is given to the Customer. No policy may be modified, terminated or canceled by MRC without the prior written approval of the Customer.

MRC agrees that in the prosecution of said work, the highest degree of skill and care will be exercised.

The Customer and their officials and employees shall be indemnified, held harmless and a legal defense provided, from any and all liability whatsoever growing out of any injury or death to any person or damage to property because of any negligence or fault of MRC. The indemnification shall not apply to acts of negligence or omission of the Customer or any of its officials or employees. MRC and all subcontractor's duty and obligation to provide a legal defense, indemnify and hold harmless the Customer and their officials and employees exists independent of the duty and obligation to provide liability insurance herein and without regard to any denial of coverage by the insurance carrier. Any failure to provide a legal defense, indemnify and hold harmless the Customer and their officials and employees within ten (10) days after written tender to MRC and/or any subcontractor shall constitute a material breach and shall entitle the Customer and their officials and employees to recover all damages, costs, and attorney's fees related thereto.

Section 11.2 Risk of Loss

As of the Effective Date, each party will be responsible for risk of loss of, and damage to, any Equipment, Software or other materials in its possession or under its control.

SECTION 12 CHARGES

Section 12.1 Charges

Subject to the other provisions of this Master Agreement, Customer will pay to MRC the amounts set forth in each Service Agreement as payment in full for the Services under such Service Agreement performed by MRC during the Term (the "Charges").

Section 12.2 Non-Appropriation

Notwithstanding the provisions of Section 12.1 or any other provision of this Master Agreement, the parties acknowledge and agree that this Master Agreement is subject to annual appropriations by the Evansville City Council and the Vanderburgh County Council. In the event that these fiscal bodies fail to appropriate sufficient money for any year of this Master Agreement, the parties agree to attempt to renegotiate the terms of this Master Agreement to coincide with the levels of appropriation. If the parties are unable to renegotiate such terms, either party may cancel this Master Agreement. MRC shall be entitled to compensation according to this Master Agreement to the date the cancellation becomes effective.

Section 12.3 Taxes

- (a) MRC will pay any real property taxes or personal property taxes on property it either owns or leases from a third party. Failure of MRC to pay taxes will be cause for termination.
- (b) MRC will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by MRC in connection with the Services.

**SECTION 13
INVOICING AND PAYMENT**

Section 13.1 Invoices and Payment

MRC will issue to Customer, on a monthly basis in arrears, one (1) consolidated invoice for all amounts due under each Service Agreement with respect to Services rendered in the previous month. Each invoice will separately state Charges for each category of Service, reimbursable expenses and taxes payable. Each invoice delivered pursuant to this Section 13.1 will be due and payable within sixty (60) days after invoice.

Section 13.2 Proration

All periodic charges under this Master Agreement (excluding charges based upon actual usage or consumption of Services) will be computed on a calendar month basis and will be prorated for any partial month.

**SECTION 14
CERTAIN REPRESENTATIONS AND WARRANTIES**

Section 14.1 MRC Representations and Warranties

MRC represents and warrants to Customer that, as of the Effective Date and each Service Agreement Effective Date:

- (a) It is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated, and is good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Master Agreement or any Service Agreement.
- (b) It has all necessary corporate power and authority to own, lease and operate its assets and to carry on its business as presently conducted and as it will be conducted pursuant to this Master Agreement and any Service Agreement.
- (c) It has all necessary corporate power and authority to enter into this Master Agreement and each Service Agreement and to perform its obligations thereunder, and the execution and delivery of this Master Agreement and each Service Agreement and the consummation of this transactions contemplated thereby have been duly authorized by all necessary corporate actions on its part.
- (d) This Master Agreement and each Service Agreement constitutes a legal, valid and binding obligation of such party, enforceable against it in connection with its terms.
- (e) As of the Effective Date and each Service Agreement Effective Date, it has not knowingly violated any applicable laws or regulation or any Customer policies regarding the offering of unlawful inducement in connection with this Master Agreement.
- (f) It has as of each Service Agreement Effective Date, and will have throughout the Term, the right and authority to use the MRC Software to provide Services during the Term and to grant to Customer the licenses to the MRC Software described in each such Service Agreement.

Section 14.2 Customer Representations and Warranties

Customer represents and warrants to MRC that:

- (a) As of the Effective Date and each Service Agreement Effective Date, Customer owns title to, or is current with regard to any lease obligations.
- (b) Customer is not involved in any litigation, which, depending upon the outcome could have an adverse affect on Customer's ability to pay for the Services.
- (c) As of the Effective Date and each Service Agreement Effective Date, no condition of breach exists with respect to any Third Party Contracts previously entered into between Customer and a third party and for which MRC will undertake any financial or administrative responsibilities.

SECTION 15

INDEMNIFICATION

Section 15.1 Indemnification by MRC

MRC will indemnify, defend and hold harmless Customer, its Affiliates and their respective officers, directors, employees, agents, successors and assigns, from and against all Losses arising from, in connection with or relating to, third party allegations of any of the following:

- (a) MRC's failure to perform any obligations required to be performed be it under any of the Third Party Contracts on or after the Effective Date;
- (b) MRC's breach of its obligations with respect to Customer's Confidential Information;
- (c) any willful or fraudulent misconduct of MRC, its employees, contractors or agents.

Section 15.2 Indemnification by Customer

Customer will indemnify, defend and hold harmless MRC, its Affiliates and their respective officers, directors, employees, agents, successors and assigns, from and against all Losses arising from, in connection with or relating to, third party allegations of any of the following:

- (a) Customer's breach of its obligations with respect to MRC's Confidential Information;
- (b) Any claims by Third Party Software and Equipment providers relating to any actual or alleged breach of any software licenses or leases by Customer prior to the Effective Date of this Master Agreement.
- (c) Any willful or fraudulent misconduct of Customer, its employees, contractors or agents.

Section 15.3 Mutual Indemnification

Each party will hold harmless the other party, the other party's Affiliates and their respective officers, directors, employees, agents, successors and assigns, from and against all Losses arising from: (i) death of or injury to any agent, employee, invitee, visitor or other person to the extent caused by the negligent conduct or omission of the Indemnitor, its Affiliates, or their respective agents, employees or contractors; (ii) damage to, or loss or destruction of any real or tangible personal property, to the extent caused by negligent conduct or omission of the indemnitor, its Affiliates, or their respective agents, employees or contractors; or (iii) any violation of law by the Indemnitor, whether before, on or after the Effective Date.

Section 15.4 Limitations of Liability for Governmental Entities

Sections 15.2 and 15.3 shall not be construed, and are not intended to, waive, abrogate or diminish any defense procedure, and limitations of liability for governmental entities under the Indiana Tort Claims Act (I.C. 34-13 et seq.). All such defenses, procedures, and limitations of liability shall be available to Customer under Sections 15.2 and 15.3, and the indemnifications described therein shall be limited accordingly.

Section 15.5 Indemnification Procedures

- (a) Promptly after receipt by the indemnitee of any written claim or notice of any action giving rise to a claim for indemnification by the indemnitee, the indemnitee will so notify the indemnitor and will provide copies of such claim or any documents related to the action. No failure to so notify an indemnitor will relieve the indemnitor of its obligations under this Master Agreement except to the extent that the failure or delay is prejudicial. Within thirty (30) days following receipt of such written notice, but in any event no later than ten (10) days before the deadline for any responsive pleading, the indemnitor will notify the indemnitee in writing (a "Notice of Assumption of Defense") if the indemnitor elects to assume control of the defense and settlement of such claim or action.

- (b) If the indemnitor delivers a Notice of Assumption of Defense with respect to a claim within the required period, the indemnitor will have sole control over the defense and settlement of such claim; provided, however, that (i) the indemnitee will be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and (ii) the indemnitor will obtain the prior written approval of the indemnitee before entering into any settlement of such claim or ceasing to defend against such claim. After the indemnitor has delivered a timely Notice of Assumption of Defense relating to any claim, the indemnitor will not be liable to the indemnitee for any legal expenses incurred by such indemnitee in connection with the defense of such claim; provided, that the indemnitor will pay for separate counsel for the indemnitee to the extent that conflicts or potential conflicts of interest between the Parties so require. In addition, the indemnitor will not be required to indemnify the indemnitee for any amount paid by such indemnitee in the settlement of any claim for which indemnitor has delivered a timely Notice of Assumption of Defense if such amount was agreed to without prior written consent of the indemnitor, which will not be unreasonably withheld or delayed in the case of monetary claims. An indemnitor may withhold consent to settlement of claims of infringement affecting its proprietary rights in its sole discretion.

- (c) If the indemnitor does not deliver a Notice of Assumption of Defense relating to a claim within the required notice period, the indemnitee will have the right to defend the claim in such a manner as it may deem appropriate, at the cost and expense of the indemnitor. The indemnitor will promptly reimburse the indemnitee for all such costs and expenses upon written request therefore.

**SECTION 16
LIMITATIONS ON LIABILITY**

Section 16.1 Limit on Types of Damages Recoverable

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 16.2 Force Majeure

- (a) Neither party will be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Service Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."

- (b) Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

- (c) If a Force Majeure Event causes a material failure or delay in the performance of any Services for more than ten (10) consecutive days, Customer may, at its option, procure such Services from an alternate source, for a commercially reasonable term, until MRC is again able to reasonably demonstrate to Customer that it is able to provide such Services. All payments to be made by Customer to MRC for the affected Services for such period will be abated and MRC will not be entitled to any additional payments as a result of the Force Majeure Event.

Section 16.3 Actions of Other party

Neither party will be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Service Agreement if and to the extent such failure or delay is caused by the actions or omissions of the other party or breaches of this Master Agreement or a Service Agreement by the other party provided that the party which is unable to perform has provided the other party with reasonable notice of such non-performance and has used commercially reasonable efforts to perform notwithstanding the actions, omissions or breaches of the other party.

**SECTION 17
TERMINATION**

Section 17.1 Termination for Cause

- (a) Customer will have the option, but not the obligation, to terminate any Service Agreement, or one or more categories of Services under a Service Agreement, for cause:

- (i) for a material breach of such Service Agreement by MRC that is not cured by MRC within thirty (30) days of the date on which MRC receives Customer's written notice of such breach, in accordance with Section 19.7;
- (ii) for any service level termination event defined in any Service Agreement;
- (b) The parties acknowledge and agree that this Master Agreement is subject to annual appropriations by the Evansville City Council and Vanderburgh County Council. In the event that these fiscal bodies fail to appropriate sufficient money for any year, the parties agree to attempt to renegotiate the terms of this Master Agreement to coincide with the levels of appropriation. If the parties are unable to renegotiate such terms, either party may cancel this Master Agreement. MRC shall be entitled to compensation according to this Master Agreement to the date the cancellation becomes effective.
- (c) Customer will exercise its termination option by delivering to MRC written notice of such termination identifying the scope of the termination and the termination date.
- (d) MRC will have the option, but not the obligation, to terminate a Service Agreement if Customer fails to pay within 60 days of when due undisputed amounts (including, without limitation, amounts determined pursuant to Section 18 (Dispute Resolution)) to be owing to MRC under such Service Agreement and Customer fails to cure such failure within ten (10) days after receipt from MRC of written notice from MRC.

Section 17.2 Effect of Termination

Termination of this Master Agreement or any Service Agreement or categories of Services for any reason under this Section will not affect (i) any liabilities or obligations of either party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a party may be entitled under this Master Agreement or any Service Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

Section 17.3 Termination/Expiration Assistance

- (a) Commencing six (6) months before the expiration of the term specified in a Service Agreement or, if applicable, upon delivery of a termination notice by Customer or MRC pursuant to Section 17 (Termination), and continuing until the expiration of the Term or, if applicable, the termination date, MRC will provide to Customer or Customer's designee the assistance reasonably requested by Customer to enable the Services to continue without interruption and to facilitate the orderly transfer of the Services to Customer or its designee, including, without limitation, the assistance described in the applicable Service Agreement(s) ("Termination/Expiration Assistance").

Section 17.4 Termination of Ownership or Management

Customer shall have the right to terminate the agreement upon 120 days notice if there is a 51% percent change in ownership of MRC or if Mark Rolley (President of MRC) is not materially participating in the

management of MRC. The parties acknowledge that one of the reasons for awarding this agreement to MRC is Mark Rolley's ownership, management, philosophy and experience in providing IT services.

SECTION 18 DISPUTE RESOLUTION

Section 18.1 General

Any dispute or controversy between the parties with respect to the interpretation or application of any provision of this Master Agreement or the performance by MRC or Customer of their respective obligations hereunder will be resolved as provided in this Section.

Section 18.2 Informal Dispute Resolution

The Parties may, by mutual agreement, attempt to resolve their dispute informally in the following manner:

- (a) Either party will submit the dispute to one (1) of their respective executives who have been chosen by that party to attempt to resolve such dispute, who will meet as often as the Parties reasonably deem necessary to gather and analyze any information relevant to the resolution of the dispute. The applicable executives will negotiate in good faith in an effort to resolve the dispute.
- (b) During the course of negotiations, all reasonable requests made by one party to the other for non-privileged information, reasonably related to the dispute, will be honored in order that each of the Parties may be fully advised of the other's position.
- (c) Proposals and information exchanged during the informal proceedings described in this Section between the Parties will be privileged, confidential and without prejudice to a party's legal position in any formal proceedings. All such proposals and information, as well as any conduct during such proceedings, will be considered settlement discussions and proposals, and will be inadmissible in any subsequent proceedings.

Section 18.3 Continued Performance

Both parties will continue performing their respective obligations and responsibilities under this Master Agreement and any Service Agreement while any dispute is being resolved in accordance with this Section, unless and until such obligations are terminated or expire in accordance with the provisions of this Master Agreement or the applicable Service Agreement.

Section 18.4 Applicable Law

All questions concerning the validity, interpretation and performance of this Master Agreement and any Service Agreement will be governed by and decided in accordance with the laws of the State of Indiana.

Section 18.5 Jurisdiction and Venue

The Parties hereby submit and consent to the exclusive jurisdiction of any Indiana state court in Posey County, Gibson County or Warrick County in the state of Indiana or the federal court for the Southern District of , Indiana and irrevocably agree that all actions or proceedings relating to this Master Agreement and any Service Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

Section 18.6 Charges and Costs

In any legal action between the parties, the prevailing party will be entitled to recover, in addition to its damages (subject to limitations stated elsewhere in this Master Agreement), its reasonable attorneys' fees, expert witness fees, and other ordinary and necessary costs of litigation, as determined by the court. Such costs include, without limitation, costs of any legal proceedings brought to enforce a judgment or decree.

Section 18.7 Equitable Remedies

The Parties agree that in the event of any breach or threatened breach of any provision of this Master Agreement or any Service Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

**SECTION 19
MISCELLANEOUS**

Section 19.1 Binding Nature and Assignment

Neither party may assign, voluntarily or by operation of law, any of its rights or obligations under this Master Agreement without the prior written consent of the other party; provided, that either may assign its rights and obligations under this Master Agreement or any Service Agreement to an Affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other party that it has the ability to fulfill the obligations of the assigning party under this Master Agreement and any Service Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a party will relieve such party of its rights and obligations under this Master Agreement and each Service Agreement. Subject to the foregoing, this Master Agreement and each Service Agreement will be binding on the Parties and their respective successors and assigns.

Section 19.2 Expenses

In this Master Agreement and each Service Agreement, unless otherwise specifically provided, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Master Agreement or the applicable Service Agreement, and the completion of the transactions contemplated by this Master Agreement or the applicable Service Agreement will be paid by the party incurring such expenses.

Section 19.3 Amendment and Waiver

No supplement, modification, amendment or waiver of this Master Agreement or any Service Agreement will be binding unless executed in writing by the party against whom enforcement of such

supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Master Agreement or any Service Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 19.4 Further Assurances; Consents and Approvals

Each party will provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Master Agreement or any Service Agreement requires or contemplates any action, consent or approval, such party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

Section 19.5 Severability

Any provision in this Master Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 19.6 Entire Agreement

This Master Agreement and each of the Service Agreements thereto, including the Schedules thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

Section 19.7 Notices

Any notice, demand or other communication required or permitted to be given under this Master Agreement or any Service Agreement will be in writing and will be deemed delivered to a party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such party set forth below (or at such other address as the party may from time to time specify by notice delivered in the foregoing manner):

If to MRC, to:

Mark Rolley, President
Mark Rolley Consulting, Inc.,
1346 Laubscher Rd.
Evansville, In 47710

If to Customer, to:

City of Evansville
Attn: City Controller
INW MLK Jr. Blvd, Room 300
Evansville, IN 47708

Vanderburgh County
Attn: President, Board of Commissioners
INW MLK Jr. Blvd, Room 305
Evansville, IN 47708

Section 19.8 Survival

Any provision of this Master Agreement or of any Service Agreement which contemplates performance or observance subsequent to any termination or expiration of this Master Agreement or of any Service Agreement, will survive expiration or termination of this Master Agreement or any Service Agreement.

Section 19.9 Independent Contractors

MRC will perform its obligations under this Master Agreement and all Service Agreements as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute MRC and Customer as partners, joint ventures, or principal and agent. MRC has no authority to represent Customer as to any matters, except as expressly authorized in this Master Agreement or in a Service Agreement.

Section 19.10 Third Party Beneficiaries

Except as set forth in Section 15 (Indemnification) of this Master Agreement, nothing in this Master Agreement or in any Service Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including, without limitation, any employees of the Parties) other than the Parties or their respective successors or permitted assigns.

Section 19.11 Order of Precedence

In the event of any conflict between this Master Agreement, Service Agreement, or any Exhibit or Attachment, the following order of precedence shall apply: (a) Master Agreement, (b) Service Agreement, (c) Exhibits, (d) Attachments, and (e) any other document which is part of this Agreement.

Section 19.12 Counterparts

This Master Agreement and each Service Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Master Agreement as of the day and year first above written.

for Mark Rolley Consulting, Inc.

By *Mark Rolley*
Mark Rolley, President
Mark Rolley Consulting, Inc.,

for City of Evansville

By *Jack McNeely*
Jack McNeely, President
Evansville Board of Public Works

By *Anthony Brooks*
Anthony Brooks, Vice President
Evansville Board of Public Works

By *Wendy McCormick*
Wendy McCormick, Member
Evansville Board of Public Works

Attested By *Sharon A. Evans*
Sharon A. Evans, Secretary
Evansville Board of Public Works

Effective Date 9-21-06

for Vanderburgh County

By *Cheryl Musgrave*
Cheryl Musgrave, President
Vanderburgh County Board of Commissioners

By *Bill Nix*
Bill Nix
Vanderburgh County Board of Commissioners

By *Tom Shetler, Jr.*
Tom Shetler, Jr.
Vanderburgh County Board of Commissioners

Attested By *Bill Fluty*
Bill Fluty, Vanderburgh County Auditor

Effective Date 9-18-06

MRC Statement of Work

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1 Statements of Work (SOW)

1.1 Introduction to Statements of Work

This document is subject to the terms and conditions of the Master Agreement entered into between the Customer and MRC on the 18th day of SEPT, 2006. All terms defined within the Master Agreement shall have the same meaning within this Service Agreement

This statement of work (SOW) defines the service environment, service descriptions with roles and responsibilities and service level requirements (SERVICE LEVELS) of the services delivered to the Customer, as defined in the following SOWs:

Section 2: Common Services: Common across Service Areas 1-2

Section 3: Service Area 1 (SA1): Core Services – Distributed Environment

- ✓ Help Desk Services
- ✓ Desktop Services
- ✓ Network and Server Services

Section 4: Service Area 2 (SA2): Core Services – VAX

- ✓ Mainframe Services
- ✓ Hardware
- ✓ COBOL Development

1.1.1 Roles & Responsibilities Tables

For all "Roles & Responsibilities" tables contained within the Service Areas and section of this SOW, a "P" indicates primary responsibility and an "S" indicates secondary (or backup) responsibility; "SP" denotes MRC and "C/C" denotes the Customer.

1.2 Service Environment

1.2.1 Entities and Location

The services defined in this and all SOWs are required to support agencies and departments of the Customer at its operating locations throughout Vanderburgh County, Indiana.

1.2.2 Hardware and Software

All hardware and software that is installed, on-order, or in use by the Customer as of the effective date are included in the scope of all SOWs. MRC is responsible for all Project management and Upgrades on future technology initiatives. MRC shall assist with project installation tasks on a best effort basis and shall be determined by resource availability. MRC shall work closely with the customer to determine resource availability and the prioritization of those available resources.

Unless otherwise agreed by the Customer and MRC, title to and beneficial ownership of all existing IT assets shall remain with the Customer. However, maintenance support coordination and technical administration responsibilities for all hardware and software – whether owned or leased by the Customer or MRC – shall be the responsibility of MRC. Additionally, as these assets are refreshed or replaced during the time frame of this SOW, they should be similarly managed by MRC.

1.2.3 Personnel

MRC is expected to provide all technical, managerial and administrative staff necessary to perform its responsibilities and deliver the services described in the SOWs. The Customer agrees to designate, make available and provide reasonable access to Customer personnel to facilitate MRC's efficient and timely performance of its obligations.

MRC is responsible for conforming to all local, state and federal laws and regulations, and to the policies and procedures of the Customer, including governance standards, in the provision of services. All MRC employees and subcontractors using Customer resources, whether on site or offsite, shall adhere to Customer policies and procedures. These include, but are not limited to, security policies, code of conduct policies such as Internet usage, passwords, access to Customer production systems, data, and intellectual property, etc.

1.2.3.1 Qualifications, Retention and Replacement of Provider Personnel

All MRC personnel shall have experience, training, and expertise at least equal to the current commercial standards and certifications applicable for their responsibilities in the business of providing information technology services. In addition, the services provided should conform to the current commercial and technical standards applicable in the information technology services marketplace. MRC and its subcontractors shall make available all training (including for any transitioned employees) as may be necessary for them to perform their assigned duties. In any event, the levels of training should be equal to or greater than the average levels of training given to other MRC or Provider-Affiliate employees holding corresponding position

The Customer believes that it is in its best interests to keep the turnover rate of MRC personnel at a low level. If the Customer determines that Provider's turnover rate is excessive, MRC shall be asked to provide data concerning its turnover rate. If MRC is achieving service levels, MRC shall not be considered in breach of the agreement.

If the Customer believes that the performance or conduct of any MRC employee or one of its subcontractor's employees is, for any reason, not in compliance with the provisions of the service agreement, the Customer shall notify MRC in writing and MRC shall promptly address the performance or conduct of the employee. Alternatively, at the Customer's request, immediate replacement of the employee with one acceptable to the Customer and with sufficient knowledge and expertise to perform the services may be required.

1.2.3.2 Relationship Management

Currently, the CIO reports to the Mayor of the city of Evansville and the County Commissioner's of Vanderburgh County, but shall have significant interaction with the Information Technology Advisory Committee (ITAC), which shall meet on a monthly basis. The ITAC shall work closely with the CIO on technology direction and standards and shall make recommendations on IT matters.

MRC upon request shall attend the ITAC meetings to discuss service issues and plans. Upon request, MRC shall meet with the ITAC to discuss innovative and emerging ideas and strategies for more effective use of information technology and related business transformation services and facilitate discussion on how these innovative ideas and strategies can more effectively impact the

enterprise transformation of the business of government for Customer. Further, the ITAC may invite industry thought leaders to participate in such meetings to facilitate the information exchange and increase the value of the strategies discussed. Additionally, the ITAC may form subcommittees for any purpose it deems appropriate, and request that MRC assign its personnel to the subcommittees, if appropriate. In addition, regardless of any changes to the IT governance structure at the city of Evansville/Vanderburgh County, it is assumed that MRC shall participate in any governance meetings upon request of the Customer.

2 Common Services – Core Services

2.1 Common Services Requirements

These service requirements apply to both the Mainframe Environment and Distributed Environment.

2.1.1 Account Management, Governance, and Reporting

MRC shall to implement a management structure to facilitate communications between MRC and the Customer and to address and resolve concerns escalated by either MRC or the Customer. Routine meetings and reporting processes must be defined to ensure a smooth interface and timely resolution of issues.

The Chief Information Officer (CIO) shall administer the relationship with MRC. The Customer shall define interfaces as appropriate, such that the Joint Information Technology Department (JITD) single points of contact are defined for each service obtained from MRC. JITD requires a single interface to coordinate the delivery of all services from MRC. JITD shall not resolve issues or disputes between MRC's personnel and any subcontractors retained by MRC.

For operational services such as problem resolution, help desk inquiries, desktop software procurement, and the like, there must be routine and continuous interaction between MRC's employees and the Customer's customer base. This operational interface shall determine the satisfaction of the Customer's employees with the services delivered by MRC. MRC is expected to continuously measure and improve its service delivery and customer satisfaction with those services.

MRC shall perform services and activities associated with reporting on the ongoing status of the service environment. MRC is to assemble and create regular reports on the performance of outsourced functions in order to assist in the effective management of the Service Agreement and enable continuous improvement of the in-scope services that the Customer receives. Reports must be compiled and distributed to JITD management in agreed upon electronic and paper formats. Reports must be compiled and published on all functions, including performance, SERVICE LEVELS, cost management and subcontractor relationships on an enterprise-wide and department-level basis. These reports must include the measurement of MRC's actual performance against the required service levels. MRC shall operate under the principles of full financial and operational disclosure to the Customer with respect to the service agreement and the parties' relationship. The Customer expects MRC to accommodate management's decisions on reporting formats, content and frequency.

In addition to monthly reporting, MRC shall provide access to a real-time system that tracks the status of service requests and provides online historical reporting. This is further described in Section 5.4 **Milestones Definition and Detail**.

The following table identifies the underlying roles and responsibilities associated with account management reporting services. A "P" next to a check indicates primary responsibility and an "S" indicates secondary (or backup) responsibility.

Table 1 Account Management Reporting Roles and Responsibilities

| Account Management Reporting Roles and Responsibilities | | MRC | Customer |
|---|--|-------|----------|
| 1. | Develop and document account management/reporting requirements and policies. | X (S) | X (P) |
| 2. | Develop and document account management reporting procedures. | X | |
| 3. | Approve account management reporting procedures. | | X |
| 4. | Develop and document criteria and formats for administrative, service activity and service level reporting. | X (P) | X (S) |
| 5. | Develop and implement customer satisfaction program for tracking the quality of service delivery to end-users. Coordinate program with other Service Providers. See detailed description in <i>Exhibit 4.5, Milestones</i> | X (P) | X (S) |
| 6. | Document service-level requirements and agreements. | X | |
| 7. | Measure, analyze, and report system and service performance relative to requirements. | X | |
| 8. | Prepare performance and other service level reports and provide as scheduled. | X | |
| 9. | Prepare and provide activities reports and others as defined. | X | |
| 10. | Prepare reports on statistics and trends as requested. | X | |
| 11. | Perform or support operations and other audits periodically. | X (S) | X (P) |
| 12. | Develop plans and procedures to ensure financial transparency in operations. | X | |

2.1.2 Work Plan Development

MRC shall perform services and activities associated with development of a work plan supporting the Customer.

The following table identifies the underlying roles and responsibilities associated with work plan development services.

Table 2 Work Plan Development Roles and Responsibilities

| Work Plan Development Roles and Responsibilities | | MRC | Customer |
|--|---|-------|----------|
| 1. | Develop and document work plan development requirements and policies. | X (P) | X (S) |
| 2. | Develop procedures that meet requirements and adhere to defined policies. | X | |
| 3. | Approve work plan development procedures. | | X |
| 4. | Develop and update an annual work plan to meet budget cycle requirements. | X (P) | X (S) |
| 5. | Provide input that alters and updates the annual work plan. | X (S) | X (P) |
| 6. | Determine and prioritize Customer requirements that support the technology work plan. Incorporate changes to the work plan as they arise. | | X |

| Work Plan Development Roles and Responsibilities | | MRC | Customer |
|--|--|-----|----------|
| 7. | Authorize technology plans through coordination with the appropriate Customer technology standards group(s). | | X |
| 8. | Determine impact on work plan as new projects are authorized and notify Customer. | X | |
| 9. | Identify cost and resource impact of systems or services needed to meet work plan requirements that are not within the scope of the agreement. | X | |

2.1.3 Technology Standards Development

- ☐ At the direction of the Customer, MRC shall perform services and activities associated with the continuous planning for developments in technical trends, products (such as hardware components and system software), and services that offer opportunities to improve the efficiency and effectiveness of the Customer.
- ☐
- ☐ The following table identifies the underlying roles and responsibilities associated with technology standards development services.

Table 3 Technology Standards Development Roles and Responsibilities

| Technology Standards Development Roles and Responsibilities | | MRC | Customer |
|---|--|-------|----------|
| 1. | Develop and document technology standards and architectural direction. | X (S) | X (P) |
| 2. | Conduct annual or as-needed technical and business planning sessions to update standards and architectural direction. | X (P) | X (S) |
| 3. | Investigate and document new hardware and system software products and services for potential use within the Customer. | X | |
| 4. | Perform feasibility studies (including risk analysis) for the implementation of new technologies that shall improve Customer business operations. | X | |
| 5. | Coordinate and deliver technology planning workshops on industry trends and best practices within an agreed-upon schedule (e.g., semi-annual, annual, etc.). | X | |
| 6. | Perform liaison function to business units to ensure that technology standards are communicated within the Customer. | | X |

☐

2.1.4 Change Management/Change Control

- ☐ MRC shall perform services and activities associated with ensuring that all modifications to the information technology environment are effectively managed. The following table identifies the underlying roles and responsibilities associated with change management/change control services.

Table 4 Change Management/Change Control Roles and Responsibilities

| Change Management/Change Control Roles and Responsibilities | | MRC | Customer |
|---|---|-------|----------|
| 1. | Develop and document change management requirements and policies. | X (P) | X (S) |

| | | |
|---|------|------|
| 2. Develop and document change management procedures that meet requirements and defined policies. Ensure that procedures address changes which cannot be scheduled. | X | |
| 3. Review and approve change management procedures. | | X |
| 4. Document proposed changes to the environment and the impact of those changes. | X | |
| 5. Develop and maintain a schedule of planned changes and provide to Customer for review. | X | |
| 6. Review scheduled changes and approve or alter the schedule of any or all change requests. | | X |
| 7. Issue appropriate notice announcing change and schedule. | X | |
| 8. Implement change and conduct change acceptance test(s) as required. | X | |
| 9. Monitor changes and report the status to the Customer. Verify that change met objectives and did not have unplanned impacts. | X | |
| 10. Facilitate user acceptance tests as required. | X(P) | X(S) |

2.1.5 Transition Management

☐ MRC shall implement an expeditious transition of services, with minimal interruption, from the current services to those within the scope of this SOW. The transition plan should include, among other things, the manner in which MRC shall assume responsibility both during and after the transition period is completed of the service agreement for the following:

☐

- ✓ The provision of services
- ✓ Assumption of major projects
- ✓ Management of assets and resources
- ✓ Communication with the Customer's departments, other public entities, and private entities
- ✓ Management of Customer's current third-party contractors for whom MRC shall act as agent
- ✓ Identification of contracts and licenses requiring cancellation or assignment to the Customer to the extent practicable
- ✓ Subcontractor relationships and arrangements.

2.1.6 Knowledge Transfer and Ongoing Training

☐ MRC shall perform services and activities that provide the Customer with initial and ongoing education about the services provided under the agreement resulting from this SOW. MRC shall participate in initial and ongoing training delivered by the Customer as required that provides its staff with education about the Customer business and technical environment that shall be supported by MRC. The following table identifies the underlying roles and responsibilities associated with knowledge transfer and ongoing training services.

Table 5 Knowledge Transfer and Training Roles and Responsibilities

| Knowledge Transfer and Training Roles and Responsibilities | | MRC | Customer |
|--|-------|-------|----------|
| 1. Develop and document training requirements and policies. | X (P) | X (S) | |
| 2. Develop and document procedures that meet training requirements and adhere to defined policies. | X | | |
| 3. Approve training procedures. | | X | |
| 4. Develop program to instruct Customer personnel on the provision of services (e.g., "rules of engagement", requesting services, etc.). | X | | |
| 5. Approve MRC-developed provision of services training program. | | X | |
| 6. Develop, implement and maintain a knowledge database. | X | | |
| 7. Develop training program to instruct MRC's personnel on the business and technical environment in the Customer. | | X | |
| 8. Develop and implement knowledge transfer documentation and procedures to ensure that more than one individual understands key components of the business and technical environment. | X | | |
| 9. Participate in Customer delivered instruction on the business and technical environment. | X | | |
| 10. Develop and document training requirements that support the ongoing provision of services, including refresher courses as needed and instruction on new functionality. | X(P) | X(S) | |
| 11. Take training classes as needed to remain current with systems, software, features and functions for which help desk support is provided in order to improve service performance (e.g., first call resolution). | X | | |
| 12. Provide training when substantive (as defined between the Customer and MRC) technological changes (e.g., new systems or functionality, etc.) are introduced into the Customer environment to facilitate full exploitation of all relevant functional features. | X | | |
| 13. Assist in the coordination and development of basic training for Customer end-users. | X | | |
| 14. Participate in the training of help desk personnel on the Customer business and technical environments. | | X | |

2.1.7 Backup/Restore

MRC shall perform services and activities associated with developing and maintaining a comprehensive plan to backup and restore the data and programs of the Customer. MRC shall maintain and execute backup procedures that shall ensure full restoration of Customer computing services throughout the enterprise in a timely fashion in the event of hardware or software failures. The following table identifies the underlying roles and responsibilities associated with backup/restore services.

Table 6 Backup/Restore Roles and Responsibilities

| Backup/Recovery Roles and Responsibilities | | | MRC | Customer |
|---|---|--|------------|-----------------|
| 1. | Define backup/restore requirements and policies for Customer computing systems and MRC services. | | X(P) | X(S) |
| 2. | Develop and document a backup/restore plan and procedures that meet requirements and defined policies for continuing operation of systems and services. | | X | |
| 3. | Review and approve backup/restore plans and procedures. | | | X |
| 4. | Develop and maintain detailed process for monitoring, managing and reporting on activities related to backup/restore activities. | | X | |
| 5. | As needed, assist Customer in other backup/restore activities. | | X | |

2.1.8 Disaster Recovery

MRC shall perform services and activities associated with developing and maintaining a comprehensive disaster recovery plan that supports Customer business continuity requirements.

Computing Environment: Maintain and execute backup procedures that shall ensure full restoration of Customer computing in a timely fashion. The following table identifies the underlying roles and responsibilities associated with disaster recovery services.

Table 7 Disaster Recovery Roles and Responsibilities

| Disaster Recovery Roles and Responsibilities | | MRC | Customer |
|---|---|------------|-----------------|
| 1. | Define disaster recovery/resumption requirements and policies for Customer computing systems and MRC services including a list of systems to be restored in priority order. | X (P) | X (S) |
| 2. | Develop and document a disaster recovery plan and procedures that meet requirements and defined policies for continuing operation of systems and services. | X | |
| 3. | Review and approve disaster recovery plans and procedures. | | X |
| 4. | Develop and maintain detailed process for monitoring, managing, and reporting on activities related to disaster recovery activities. | X | |
| 5. | Test disaster recovery plan annually and adjust as necessary and/or as required by the Customer to ensure ongoing operational effectiveness. | X (P) | X (S) |
| 6. | Track and report disaster recovery test results to the Customer. | X | |
| 7. | As needed, assist Customer in other disaster recovery activities. | X | |
| 8. | As needed, assist Customer in other business continuity and emergency management activities. | X | |

2.1.9 Security

The Customer maintains data that must remain secure at all times. MRC shall work with the Customer to develop security policies, standards and requirements.

Table 8 Security Roles and Responsibilities

| Security Roles and Responsibilities | | MRC | Customer |
|-------------------------------------|--|-------|----------|
| 1. | Develop information security requirements and policies. | X (P) | X (S) |
| 2. | Develop and document security procedures that meet requirements and adhere to defined policies. | X | |
| 3. | Approve security procedures and policies. | | X |
| 4. | Ensure that appropriate security measures exist at all points of entry into the Customer computing environment. | X | |
| 5. | Monitor, track, and report security policy violations and security violation attempts. | X | |
| 6. | Execute countermeasures in response to security violation attempts. | X | |
| 7. | Make regularly scheduled use of audit trail utilities to monitor potential security violations. Elevate to constant audit trail development | X | |
| 8. | Implement and maintain spyware, adware, spam, and virus protection processes. | X | |
| 9. | Implement automated process to ensure that network attached end-user computing devices are kept at current levels of security protection (e.g., automated security patch updates). | X | |
| 10. | Perform, coordinate or assist as required in policy and process audits to ensure that policies and procedures fully address security issues. | X | |

2.1.10 Asset Management

Asset Acquisition

MRC shall perform services and activities associated with the evaluation, selection and acquisition of new and upgraded hardware and software as requested by the Customer. The Customer anticipates that it shall work closely with MRC in the acquisition of hardware and software. The following description of roles and responsibilities reflect that close working relationship.

Table 9 Asset Acquisition Roles and Responsibilities

| Asset Acquisition Roles and Responsibilities | | MRC | Customer |
|--|---|-------|----------|
| 1. | Develop and document asset acquisition requirements and policies. | X (S) | X (P) |
| 2. | Develop and document asset acquisition procedures that meet requirements and adhere to defined policies. | X (S) | X (P) |
| 3. | Review and approve asset acquisition procedures. | | X |
| 4. | Develop and maintain list of pre-approved suppliers. | X | |
| 5. | Develop and issue asset acquisition bid requests as needed. | X (S) | X (P) |
| 6. | Demonstrate that best efforts are being pursued to obtain best pricing (e.g., use of pooled government procurement mechanisms). | X (S) | X (P) |
| 7. | Assist in periodic audits of procurement procedures. | X | |
| 8. | Manage the asset ordering, procurement and delivery processes in compliance with Customer procurement and acceptance processes. | | X |
| 9. | Manage and track purchase and service orders. | | X |

| Asset Acquisition Roles and Responsibilities | MRC | Customer |
|--|-------|----------|
| 10. Assist with Negotiations for contracts for Customer-purchased/leased hardware and software. | X (S) | X (P) |
| 11. Negotiate contracts for Customer purchased/leased hardware and software. | | X |
| 12. Ensure that new assets comply with established Customer IT standards and architectures. | X | |
| 13. Review and approve selection of hardware to be installed in Customer facilities and software to be installed on Customer hardware. | X (S) | X (P) |
| 14. Provide estimates for assets and services not included in the scope of the SOWs. | X (S) | X (P) |

Asset Management and Tracking

MRC shall perform services and activities associated with managing and tracking new and upgraded hardware and software. The following table identifies the underlying roles and responsibilities associated with asset management and tracking services.

Table 10 Asset Management and Tracking Roles and Responsibilities

| Asset Management and Tracking Roles and Responsibilities | MRC | Customer |
|---|-------|----------|
| 1. Develop and document asset management requirements and policies that cover both owned and leased assets. | X (P) | X (S) |
| 2. Develop and document asset management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Review and approve asset management procedures. | | X |
| 4. Establish, update, and maintain an asset inventory database and system configuration documentation. | X (P) | X (S) |
| 5. Maintain the records necessary to track, manage and support warranty services of all assets (e.g., asset/serial number, program number, install date and location - including location history). | X | |
| 6. Track status and timing of in-force service contracts and licenses. Notify Customer of expiration and renewal requirements. | X (P) | X (S) |
| 7. Provide asset inventory reports upon request. | X | |
| 8. Provide ability for customer inquiry into asset database. | X (P) | X (S) |
| 9. Terminate, dispose of, or relocate assets as needed/specified by the Customer. Provide disposition reports as needed. | X (P) | X (S) |

2.1.11 SERVICE LEVEL Objectives

A key objective of the Customer's decision to outsource IT services is to maintain effective service levels. The necessary service level requirements are detailed in the following sections.

2.1.11.1 Service Specific Service Level Requirements (SERVICE LEVEL)

Please see Section 6 Service Level Requirements

3 Service Area 1 – Distributed Environment

3.1 Help Desk Services

3.1.1 Service Environment

This statement of work defines the service environment, service descriptions with roles and responsibilities, and service level requirements (SERVICE LEVELS) for the provision of help desk services to the Customer.

MRC shall be responsible for operating a single point of contact help desk in support of requests for service from Customer personnel, and third-parties involved in providing services to the Customer, for all services and activities included in the scope of the agreement, including:

- ✓ Desktop Services as defined in Section 3.2
- ✓ Network and Server Services as defined in Section 3.3
- ✓ VAX Services as defined in Section 4.1

3.1.1.1 Goals

A summary of the help desk services goals follows:

1. The help desk shall be the single point of contact to solve employees' technology problems from coordinating training to requesting a development project.
2. The help desk shall be intimately tied to both asset management for deployment of new technology hardware and desktop services to track repetitive problems.
3. The help desk management tools shall be able to track trends, determine issues, provide standard help desk utilization reporting, and provide reporting for root cause analysis. Optimally, it should allow for warm handoffs to other necessary tracking systems.
4. The help desk management tools shall be able elevate service calls, without the requirement for opening a separate incident, until the call is successfully and satisfactorily resolved.
5. The help desk shall prepare and maintain help desk procedures documentation and which should be integrated into a knowledgebase available to help desk and Customer personnel.

3.1.1.2 Baseline Volumes and Projections

The Customer's current utilization and projected usage of help desk services shall be analyzed and reported on by MRC within ninety (90) days after contract signing in order to establish an accurate baseline .

3.1.1.3 Future Initiatives

Other initiatives under consideration but which are not in progress include:

1. Improved Self Help: MRC shall deploy customer provided tools to the Customer user community to assist them in solving their own technology problems. Self-help shall enable end-users to perform preliminary problem diagnosis, troubleshooting and resolution. This shall allow the users to get back to work more quickly and decrease the number of calls into the help desk for simple problem resolution.
2. Knowledge Base: MRC shall create a knowledge base that educates help desk and Customer staff about issues and equipment. Many issues are repetitive or ongoing and lend themselves to being captured in a knowledge base. The help desk or the Customer Staff can use this resource to learn more about a problem or issue and how to solve it to

proactively manage the enterprise. Example: Checking the status of a service request online. This shall reduce the number of calls to the help desk, increase help desk efficiency and drive help desk costs down.

3. Online access to status of service requests. MRC shall create a real time call status reporting mechanism for the end-user and management staff to view current status of individual, departmental, functional, or component calls, with the ability to summarize these findings as well.

As these initiatives are implemented, it is expected that any requirements they have for ongoing help desk services as defined in this SOW shall be provided.

3.1.2 Service Requirements

Help desk services are those services required to coordinate and respond to requests, inquiries and notifications made directly by Customer end-users. This includes but is not limited to, taking ownership of all requests for service, including those that may subsequently be escalated to more specialized entities for resolution (whether that entity is the Customer, MRC or a designated third party). The help desk is also expected to implement self-help facilities to enable Customer end-users to service themselves using automated tools.

The help desk must be available:

7:30am-5:30pm Monday thru Friday

24 x 7 Level 1/Level 2support

Help desk services includes but is not limited to, the following activities:

1. Setting up the help desk, including implementation of systems necessary to document, track and manage end-user request for services, inquiries and problem notifications;
2. Providing a single point of contact for and coordinating all requests for service in the service areas supported under the terms of the Agreement;
3. Providing assistance to inquiries on the features, functions and usage of all systems and software in use in the Customer;
4. Identifying problems and their escalation, resolution and closure including performance of root cause analysis on selected events; and
5. Performing administration services such as creating, changing and deleting user accounts.

3.1.2.1 Help Desk Administration

MRC shall perform services and activities associated with the setup and administration of the help desk, and the management of service requests, problem notifications and other inquiries submitted by the Customer. The following table identifies the underlying roles and responsibilities associated with help desk Administration activities.

Table 1.1 Help Desk Administration Roles and Responsibilities

| Help Desk Administration Roles and Responsibilities | | MRC | Customer |
|---|--|-------|----------|
| 1. | Develop and document help desk administration requirements and policies. | X (P) | X (S) |

| Help Desk Administration Roles and Responsibilities | | | MRC | Customer |
|---|---|--|-------|----------|
| 2. | Develop and document procedures that meet requirements and adhere to defined policies. | | X | |
| 3. | Approve help desk administration procedures. | | | X |
| 4. | Provide help desk facilities on Customer premises to meet the needs of the Customer. | | X | |
| 5. | Develop transition plan, including the management of issues regarding facilities, layout and integration within the Customer. | | X | |
| 6. | Provide a single point of contact for all Customer end-user requests for assistance | | X | |
| 7. | Provide/utilize a system to document, manage and track all requests for service, problem reports and inquiries regardless of the means by which the request is submitted (e.g., telephone, email, fax, direct online input by end-users, etc.). | | X | |
| 8. | Categorize, prioritize and log all IT inquiries/problems/requests entry into service request management system. | | X | |
| 9. | Monitor and track all requests for service to closure. Escalate within MRC organization and Customer as required without the requirement for opening a new service request. | | X | |
| 10. | Propose online capability for user to review status of requests for service. | | X | |
| 11. | Track the number of calls including abandoned calls; implement processes to minimize call abandonment. | | X | |
| 12. | Create and maintain contact list(s). | | X | |
| 13. | Issue broadcasts or other notices to provide status updates as required. | | X | |
| 14. | Prepare and issue service request and incident reports as needed. | | X | |
| 15. | Develop and execute procedures for conducting end-user satisfaction surveys according to service level requirements. | | X (P) | X (S) |
| 16. | Maintain a continuous improvement program that improves help desk services. | | X | |

3.1.2.2 Service Request Coordination

MRC shall perform services and activities associated with the coordination and completion of service requests. The following table identifies the underlying roles and responsibilities associated with service request coordination activities.

Table 12 Service Request Coordination Roles and Responsibilities

| Service Request Coordination Roles and Responsibilities | | MRC | Customer |
|---|--|-------|----------|
| 1. | Develop and document service request coordination requirements and policies. | X (P) | X (S) |
| 2. | Develop procedures that meet requirements and adhere to defined policies. | X | |
| 3. | Approve service request coordination procedures. | | X |
| 4. | Document and track requests for service in all areas supported. | X | |

| Service Request Coordination Roles and Responsibilities | | MRC | Customer |
|---|---|-------|----------|
| 5. | Contact the end-user to confirm the requirements, scope and schedule for service requests. | X | |
| 6. | Identify the approach to supporting the request (e.g., new devices, cascading, etc.) and any associated cost. | X | |
| 7. | Approve the approach for performing actions, schedule and any cost to complete the service request. | | X |
| 8. | Provide resources as needed during planned critical events. | X | |
| 9. | Ensure that activities to satisfy the service request conform to defined change management procedures. | X (P) | X (S) |
| 10. | Verify acceptance of services by contacting the end-user to confirm results and level of satisfaction. | X | |
| 11. | Ensure that inventory and configuration management records are updated to reflect completed service request. | X | |

3.1.2.3 Inquiry Response and Problem Resolution

MRC shall perform services and activities associated with response to inquiries and resolution of problems reported by the Customer. The following table identifies the underlying roles and responsibilities associated with inquiry response and problem resolution activities.

Table 13 Inquiry Response and Problem Resolution Roles and Responsibilities

| Inquiry Response and Problem Resolution Roles and Responsibilities | | MRC | Customer |
|--|--|-------|----------|
| 1. | Develop and document inquiry response and problem resolution requirements and policies. | X (P) | X (S) |
| 2. | Develop procedures that meet requirements and adhere to defined policies. | X | |
| 3. | Approve inquiry response and problem resolution procedures. | | X |
| 4. | Recommend self-help features that enable end-users to perform preliminary problem diagnosis, troubleshooting and resolution. | X | |
| 5. | Provide resolution within prescribed time limits for inquiries that do not require service dispatch (i.e., resolution during the first call). | X | |
| 6. | Utilize remote controls to diagnose and troubleshoot reported problems from the help desk. | X | |
| 7. | Escalate requests or problems that cannot be resolved during the first call for field service dispatch or assign to other technical support personnel as needed. | X | |
| 8. | Ensure that recurring problems that meet defined criteria are escalated for root-cause-analysis processes. | X | |
| 9. | Identify need for ongoing end-user training based on calls received. | X | |

3.1.2.4 Root Cause Analysis

MRC shall perform services and activities required to diagnose, analyze, recommend, and take corrective measures to prevent recurring problems and/or trends. The following table identifies the underlying roles and responsibilities associated with root cause analysis (RCA) services.

Table 14 Root Cause Analysis Roles and Responsibilities

| Root Cause Analysis Roles and Responsibilities | | | MIRC | Customer |
|---|---|--|-------------|-----------------|
| 1. | Develop and document requirements and policies for root cause analysis, such as events that trigger a RCA. | | X (P) | X (S) |
| 2. | Develop procedures for performing a RCA that meet requirements and adhere to defined policies. | | X | |
| 3. | Approve RCA procedures. | | | X |
| 4. | Conduct proactive trend analysis to identify recurring problems. | | X | |
| 5. | Identify the root cause of repetitive problems or failures. | | X | |
| 6. | Conduct RCA for all severity level 1 and severity level 2 incidents. | | X | |
| 7. | Track and report the consequences of repetitive failures. | | X | |
| 8. | Ensure appropriate resources are assigned as may be necessary to identify and remedy repetitive failures. | | X | |
| 9. | Provide the Customer with written reports detailing the cause of, and procedure for, correcting such failure; provide updates on a monthly basis until closure. | | X | |
| 10. | Substantiate to the Customer that all reasonable actions have been taken to prevent recurrence of such failure. | | X | |
| 11. | Review and approve actions for resolution of problems as reported in RCA recommendations. | | | X |
| 12. | Develop and implement solutions to recurring problems identified by proactive trend analysis. | | X | |

3.1.3 Service Management

3.1.3.1 Objectives

A key objective of the Customer's decision to outsource IT services is to maintain effective service levels. The necessary SERVICE LEVELS are detailed in the following sections.

3.1.3.2 Service Specific Service Level Requirements (SERVICE LEVEL)

Please see Section 6 **Service Level Requirements**

3.1.3.3 Service Specific Milestones

Please see Appendix Section 5.4 **Milestones Definition and Detail.**

3.1.3.4 Reports

Reports are required as defined in the following table.

Table 15 Help Desk Reports

| Description | | Timing |
|--|--|-------------------------------|
| Time to Answer Report: Reports for severity 1-4 problem calls. | | Measure daily, report monthly |

| Description | Timing |
|---|-------------------------------|
| The compilation of these reports should not exclude calls that are for repairs on Service Provider equipment, canceled requests, or calls in which an outside Service Provider or agency (i.e. AT&T) performs the repair. | |
| Report for Installations | Measure daily, report monthly |
| Report for Cascades: Cascading of older computers as newer computers are purchased and installed. | Measure daily, report monthly |
| Inventory Reports: Details computer asset with type, location, age, etc. Online and on demand with capacity to export to multiple data formats. | Measure daily, report monthly |
| Call Volume Reports: Details by day, by month, by year and by type. | Measure daily, report monthly |
| Service Request Auditing Reports: Details time of receipt and completion. | Measure daily, report monthly |
| Service Level Report | Measure daily, report monthly |
| Trending Report: Details problems and resolutions. | Measure daily, report monthly |
| Aging Issues Report: Executive level report listing aging tickets, escalated issues, etc. over the last 24 hours. | Measure daily, report monthly |

3.2 Desktop Services

3.2.1 Service Environment

This statement of work defines the service environment, service descriptions with roles and responsibilities, and service level requirements for the provision of desktop services to the Customer.

3.2.1.1 Goals

A summary of the desktop services goals follows:

1. Maximize and optimize equipment performance - Improve configuration management and performance testing as equipment is deployed, and periodic evaluation of help desk calls to identify trends in equipment failure.
2. Minimize the number of desktop configurations – Should be standard for all PCs, and everyone in the enterprise should be running on the same version of the standard software. Exceptions would only be those applications specific to certain areas.
3. Improve license management procedures – Management and version control of software licenses should be tracked to ensure both compliance and application currency.
4. Prepare and maintain service related documentation in a knowledgebase that shall be available to MRC and Customer personnel.

3.2.1.2 Baseline Volumes and Projections

The Customer's current desktop services volumes and projections shall be analyzed and reported on by MRC within one hundred eighty (180) days after contract signing in order to establish an accurate baseline.

3.2.1.3 Work in Progress

The Customer currently have a number of initiatives in progress that are included in the scope of this SOW, and are the responsibility of MRC to provide a plan. A list of these projects is provided in *Exhibit 5.4, Annual Work Plan*.

- ✓ Working with JITD to establish a standard set of desktop configurations. Assure requisite drivers are loaded to minimize revisions.
- ✓ Minimizing the number of desktop configurations to streamline help desk calls

3.2.1.4 Future Initiatives

Additionally initiatives under consideration but which are not in progress include:

- ✓ Development of enterprise Intranet posting and access services.
- ✓ Development of enterprise office automation licensing.

As these initiatives are implemented, it is expected that any impact to ongoing desktop services as defined in this SOW shall be documented.

3.2.2 Service Requirements

Desktop services are those services required to support network-attached and end-user devices and peripherals not located in the centralized computing facility (i.e., VAX and network area including network servers); desktop computer hardware (including peripheral devices such as printers and scanners); and software enabling individual and collective use of computing

resources in the business environment. Desktop services also include support for portable computing devices such as laptop computers, tablet PCs.

NOTE: All server support requirements are detailed and covered in Network and Server Services.

3.2.2.1 Operations and Administration

MRC shall operate, support, monitor, and manage all Customer distributed devices, desktop hardware, and software. Operations and administration responsibilities of MRC include:

- ✓ Deployment of software to desktops and peripherals;
- ✓ Managing data and storage resources;
- ✓ User administration; and
- ✓ Hardware maintenance.

Computer Operations

MRC shall perform services and activities associated with the operation and administration of desktop systems to meet the processing requirements of the Customer. The following table identifies the underlying roles and responsibilities associated with desktop services.

Table 16 Desktop Operations Roles and Responsibilities

| Desktop Operations Roles and Responsibilities | | MRC | Customer |
|---|--|-------|----------|
| 1. | Develop and document desktop operations requirements and policies, including schedules for the operation of distributed systems. | X (P) | X (S) |
| 2. | Develop desktop operations procedures that meet requirements and adhere to defined policies. | X | |
| 3. | Approve desktop operations procedures. | | X |
| 4. | Manage (i.e., create, modify, delete) user accounts for accessing and using desktop systems and resources. | X | |
| 5. | Support applications' test-to-production migration activities. | X | |
| 6. | Ensure that disaster recovery procedures reflect the recovery requirements for the desktop environment. | X | |

Monitoring and Problem Resolution Services

MRC shall perform services and activities associated with the monitoring of the desktop environment and resolving identified problems. The following table identifies the underlying roles and responsibilities associated with monitoring and problem resolution services.

Table 17 Monitoring and Problem Resolution Roles and Responsibilities

| Monitoring and Problem Resolution Roles and Responsibilities | | MRC | Customer |
|--|---|-------|----------|
| 1. | Develop and document requirements and policies for desktop monitoring and problem resolution. | X (P) | X (S) |
| 2. | Develop and document monitoring and problem management procedures, including escalation thresholds that meet requirements and adhere to defined policies. | X | |
| 3. | Approve monitoring and problem resolution procedures. | | X |
| 4. | Recommend tools for monitoring the desktop environment. | X | |

| Monitoring and Problem Resolution Roles and Responsibilities | | MIRC | Customer |
|--|--|------|----------|
| 5. | Monitor operation of distributed hardware and systems as scheduled. | X | |
| 6. | Implement measures for proactive monitoring and self-healing capabilities to limit outages that affect desktop operations. | X | |
| 7. | Identify desktop problems and resolve in accordance with SERVICE LEVELS. Escalate as required. Coordinate activities with the help desk. | X | |
| 8. | Monitor for and restrict receipt of email spam, virus, spyware, and adware. | X | |
| 9. | Provide technical assistance for Customer end-users using Customer distributed systems. | X | |
| 10. | Answer and respond to inquiries and trouble resolution items and escalate in accordance with established procedures. | X | |
| 11. | Ensure that desktop problem resolution activities conform to defined change control procedures. | X | |

Storage and Data Management

MRC shall perform services and activities associated with managing data and maintaining storage resources for the desktop environment. The following table identifies the underlying roles and responsibilities associated with storage and data management services.

Table 18 Storage and Data Management Roles and Responsibilities

| Storage and Data Management Roles and Responsibilities | | MIRC | Customer |
|--|--|-------|----------|
| 1. | Develop and document storage and data management requirements and policies. | X (P) | X (S) |
| 2. | Develop procedures for performing storage management that meet requirements and adhere to defined policies. | X | |
| 3. | Approve storage management procedures. | | X |
| 4. | Perform capacity planning to develop storage and data management requirements projections. | X (P) | X (S) |
| 5. | Monitor and control storage access and performance according to defined management policies. | X | |
| 6. | Perform data backups and restores per established procedures and service level requirements for all designated end-user computers and peripherals. | X | |
| 7. | Recommend utilities that enable end-users to automate backups of desktop and laptop computers. | X | |

Software Deployment and Management Services

MRC shall perform services and activities associated with deploying and managing software that enable end-user productivity in the desktop environment. The following table identifies the underlying roles and responsibilities associated with software deployment and management services.

Table 19 Software Deployment/Management Roles and Responsibilities

| Software Deployment/Management Roles and Responsibilities | | MIRC | Customer |
|--|--|-------------|-----------------|
| 1. | Develop and document software deployment/management requirements and policies. | X (P) | X (S) |
| 2. | Develop procedures for software deployment and management that meet requirements and adhere to defined policies. | X | |
| 3. | Approve software deployment/management procedures. | | X |
| 4. | Recommend necessary utilities/tools to maintain and ensure compliance with agreed-upon software deployment/management policies and procedures. | X | |
| 5. | Manage software deployment using automated tools and formal project management methodologies. | X | |
| 6. | Issue broadcasts to announce the availability of upgrades to desktop software. | X | |
| 7. | Develop and implement desktop images/buils to meet Customer business needs. | X | |
| 8. | Implement and manage roaming profiles as needed. | X | |
| 9. | Develop a management plan to reduce the number of different desktop images. | X | |
| 10. | Provide training to Customer personnel as appropriate on new/upgraded software. (e.g., features of new operating systems, etc.) | X | |

Hardware Maintenance

MIRC shall perform services and activities associated with maintaining desktop systems hardware. The following table identifies the underlying roles and responsibilities associated with hardware maintenance services.

Table 20 Hardware Maintenance Roles and Responsibilities

| Hardware Maintenance Roles and Responsibilities | | MIRC | Customer |
|--|--|-------------|-----------------|
| 1. | Develop and document hardware maintenance and repair requirements and policies. | X (P) | X (S) |
| 2. | Develop and document hardware maintenance and repair procedures that meet requirements and adhere to defined policies. | X | |
| 3. | Approve hardware maintenance and repair procedures. | | X |
| 4. | Install (or coordinate installation of) new or enhanced hardware components or peripherals (e.g., storage devices, etc.) to meet Customer desktop processing requirements. | X | |
| 5. | Perform diagnostics as needed to identify the cause of hardware problems, and report findings. | X | |
| 6. | Install manufacturer field change orders, firmware upgrades, and other Service Provider-supplied hardware improvements for Customer-supported hardware. | X | |
| 7. | Replace defective parts on Customer-supported hardware at Customers expense. | X | |

| Hardware Maintenance Roles and Responsibilities | | MRC | Customer |
|---|--|-----|----------|
| 8. | Manage warranties for Customer owned/leased hardware to ensure that parts under warranty are replaced under the terms of the warranty. | X | |
| 9. | Ensure that all hardware maintenance activities conform to configuration management and change control processes. | X | |

3.2.2.2 Technical Support

MRC shall perform services and activities associated with desktop performance and configuration, and maintenance of system software. Technical support responsibilities of MRC include:

1. Managing distributed systems performance to ensure optimum throughput;
2. Providing problem management resolution support to help desk staff and to Customer IT management and end-users;
3. Managing the technical configuration and ensuring that all operating components are effectively integrated; and
4. Maintaining operating system software and utilities on all platforms.

Performance Management

MRC shall perform services and activities associated with managing the performance of the desktop environment. The following table identifies the underlying roles and responsibilities associated with performance management services.

Table 21 Performance Management Roles and Responsibilities

| Performance Management Roles and Responsibilities | | MRC | Customer |
|---|---|-------|----------|
| 1. | Develop and document desktop performance requirements and policies. | X (P) | X (S) |
| 2. | Develop and document procedures that meet requirements and adhere to defined policies. | X | |
| 3. | Approve performance management procedures. | | X |
| 4. | Perform capacity planning to develop resource requirements projections. | X (P) | X (S) |
| 5. | Perform tuning to maintain optimum performance across the desktop environment. | X | |
| 6. | Provide technical advice and support to the application maintenance and development staffs as required. | X | |
| 7. | Evaluate, identify and recommend configurations or changes to configurations which shall enhance desktop performance. | X | |
| 8. | Authorize improvement plans. | | X |

Configuration Management

MRC shall perform services and activities associated with tracking and managing the configuration of individual system components and identification of the relationships and dependencies among them. The following table identifies the underlying roles and responsibilities associated with configuration management services.

Table 22 Configuration Management Roles and Responsibilities

| Configuration Management Roles and Responsibilities | | MRC | Customer |
|--|---|------------|-----------------|
| 1. | Develop and document configuration management requirements and policies. | X (P) | X (S) |
| 2. | Develop configuration management procedures that meet requirements and adhere with defined policies. | X | |
| 3. | Approve configuration management procedures. | | X |
| 4. | Recommend a configuration management tool subject to approval by the Customer. This tool shall enable MRC to deliver services at a lower cost and should therefore be considered within the fees of the fixed cost price. | X | |
| 5. | Approve configuration management tool. | | X |
| 6. | Document and maintain desktop hardware and software specifications and configurations. | X | |
| 7. | Provide information about the configuration, functionality, and other aspects of the desktop environment upon request. | X | |
| 8. | Using customer software, Track all software versions in use in the desktop environment. Document issues and considerations associated with each version and environment. | X | |
| 9. | Ensure that disaster recovery documentation correctly reflects the desktop environment. | X (P) | X (S) |

3.2.3 Service Management

MRC must consistently meet or exceed the following SERVICE LEVELS.

3.2.3.1 Service Specific Service Level Requirements (SERVICE LEVEL)

Please see Section 6 **Service Level Requirements**

3.2.3.2 Reports

Required reports relevant to the provision of desktop services are defined in the following table.

Table 23 Desktop Services Reports

| Description | | Timing |
|------------------------------------|--|------------------------|
| SERVICE LEVEL Compliance | | Monthly or as needed |
| Service Failure Exception Reports | | Monthly or as needed |
| Trending of Desktop Support Issues | | Quarterly or as needed |

3.3 Network and Server Services

3.3.1 Service Environment

This statement of work defines the service environment, service descriptions with roles and responsibilities, and service level requirements (SERVICE LEVELS) for the provision of network and server services supporting the wide area network (WAN) and local area networks (LANs) for the Customer.

3.3.1.1 Goals

A summary of the network services goals follows:

1. Obtain access to additional CISCO certified individuals for review, reconfiguration, maintenance, and monitoring of network services.
2. Consolidate VEN_NET, CIVICNET, and SAFETY_NET into a single domain called CIVICNet.
3. Reconfigure existing CISCO hardware/software to eliminate existing and potential security risks in relation to the approved security plan (milestone deliverable).
4. Implement intrusion detection capabilities and data encryption techniques.
5. Develop secure wireless LAN capabilities.
6. Review and consolidate current VLAN configurations.
7. Finalize consolidation of enterprise resources
8. Implement VOIP across the enterprise (third party contract).

3.3.1.2 Baseline Volumes and Projections

The Customer's current network resources shall be analyzed and reported on within one hundred eighty (180) days after contract signing in order to establish an accurate baseline .

3.3.1.3 Work in Progress

The Customer has a number of initiatives in progress that are included in the scope of this SOW. Milestones associated with these initiatives which are the responsibility of MRC to complete are defined in ***Exhibit 4.5, Milestones Definition and Detail***.

A complete list of in-progress projects is provided in ***Exhibit 5.4, Annual Work Plan***. Key network services initiatives include:

3.3.2 Service Requirements

Network services are those services and activities supporting use of the Customer WAN and LAN infrastructures. This includes provision, management, administration, support and troubleshooting of all Customer servers, communications circuits and network devices such as routers, switches and hubs, maintaining a secure network environment, managing the enterprise applications, such as email, messaging, content management, and virus and intrusion detection, and enabling internet access. For the purposes of this SOW, the services defined below are to support the data environment, and the upcoming IP telephony phone system.

3.3.2.1 Operations and Administration

MRC shall operate, monitor, and manage the Customer servers, WAN and LANs. Operations and administration responsibilities of MRC include:

1. Provisioning to ensure that the network and servers shall adequately support the needs of the Customer;
2. Optimizing utilization of enterprise applications resources;
3. Monitoring of the network and servers and troubleshooting errors as they arise; and
4. Maintaining hardware and software.

Provisioning

MRC shall perform services and activities associated with the provisioning of the network infrastructure.

Table 24 Provisioning Roles and Responsibilities

| Provisioning Roles and Responsibilities | | MRC | Customer |
|---|--|-------|----------|
| 1. | Develop and document network and server provisioning requirements and policies. | X (P) | X (S) |
| 2. | Develop and document procedures for provisioning and administration that meet requirements and adhere to defined policies. | X(P) | X(S) |
| 3. | Perform capacity planning to develop network and server resource requirements projections. | X (P) | X (S) |
| 4. | Coordinate ordering and procuring of network circuits from public carriers. | | X |
| 5. | Manage the efforts of public carriers (and other third parties) to meet defined schedules, project plans, etc. | X | |
| 6. | Ensure that all new circuits, devices and software provisioned are included in configuration management documentation. | X | |
| 7. | Provide estimates for assets and services not included in the scope of this SOW. | X | |

Network Administration Services

MRC shall perform services and activities associated with the administration of the network environment.

The following table identifies the underlying roles and responsibilities associated with network administration services.

Table 25 Administration Roles and Responsibilities

| Administration Roles and Responsibilities | | MRC | Customer |
|---|---|-------|----------|
| 1. | Develop and document network and server administration requirements and policies. | X (P) | X (S) |
| 2. | Develop and document procedures for administration that meet requirements and adhere to defined policies. | X | |
| 3. | Approve administration procedures. | | X |

| Administration Roles and Responsibilities | MIRC | Customer |
|--|------|----------|
| 4. Maintain IP addressing schemes, router and switch configurations, routing tables, VPN configurations, etc. | X | |
| 5. Manage user accounts (Customer and affiliated entities) as needed for accessing and using network and enterprise application resources, including logon user-ID and password maintenance. | X | |
| 6. Ensure that network and server administration activities are coordinated through defined change control processes. | X | |

Monitoring and Problem Resolution Services

MRC shall perform services and activities associated with monitoring the network and resolving identified problems. The following table identifies the underlying roles and responsibilities associated with monitoring and problem resolution services.

Table 26 Monitoring and Problem Resolution Roles and Responsibilities

| Monitoring and Problem Resolution Roles and Responsibilities | MIRC | Customer |
|--|-------|----------|
| 1. Develop and document requirements and policies for network and server monitoring and problem management. | X (P) | X (S) |
| 2. Develop and document monitoring and problem management procedures, including escalation thresholds that meet requirements and adhere to defined policies. | X | |
| 3. Approve network and server monitoring and problem management procedures. | | X |
| 4. Recommend and implement tools for monitoring network devices, servers, and traffic. | X | |
| 5. Implement measures approved by the customer for proactive monitoring and self-healing capabilities to limit outages to the network. | X | |
| 6. Monitor network 24 hours per day, 7 days per week. | X | |
| 7. Identify network problems involving circuits, hardware, software and others (such as wiring) and resolve in accordance with SERVICE LEVELS. Coordinate activities with the help desk. Escalate as required. | X | |
| 8. Coordinate resolution of circuit problems with third parties, including public carriers, ISP, and Customer affiliates using the network. | X | |
| 9. Provide on site staff in Customer facilities as required (e.g., to perform maintenance and problem resolution activities). | X | |
| 10. Provide technical assistance (e.g., respond to inquiries) as needed to the help desk, Customer end-users and external entities using the Customer network. | X | |
| 11. Track and report status of network and server activities and problems. | X | |
| 12. Ensure that all network and server monitoring and problem resolution activities conform to defined change control procedures. | X | |

Hardware Maintenance

MRC shall perform all services and activities associated with maintaining network hardware. The following table identifies the underlying roles and responsibilities associated with hardware maintenance services.

Table 27 Hardware Maintenance Roles and Responsibilities

| Hardware Maintenance Roles and Responsibilities | | MRC | Customer |
|--|---|------------|-----------------|
| 1. | Develop and document hardware maintenance and repair requirements and policies. | X (P) | X (S) |
| 2. | Develop and document hardware maintenance and repair procedures that meet requirements and adhere to defined policies. | X | |
| 3. | Approve hardware maintenance and repair procedures. | | X |
| 4. | Identify physical facilities changes needed to support installation of new or upgraded hardware (e.g., wiring, and cables; raised floor; electrical components, cooling upgrade, etc.). | X | |
| 5. | Coordinate/perform facilities changes needed to support installation of new/upgraded hardware. | X (P) | X (S) |
| 6. | Install (or coordinate installation of) new or enhanced network hardware (e.g., routers, etc.) components to meet Customer communications requirements. | X | |
| 7. | Perform diagnostics as needed to identify the cause of hardware problems, and report findings. | X | |
| 8. | Install manufacturer field change orders, firmware upgrades, and other Service Provider-supplied hardware improvements for Customer-supported hardware. | X | |
| 9. | Replace defective parts on Customer-supported hardware at Customers expense. | X | |
| 10. | Coordinate maintenance activities and repair of third-party Service Provider-supported hardware. | X | |
| 11. | Monitor hardware warranties to ensure that parts under warranty are replaced under the terms of the warranty. | X | |
| 12. | Ensure that all hardware maintenance activities conform to configuration management and change control processes. | X | |

3.3.2.2 Technical Support

MRC shall perform services and activities associated with network configuration and performance, and maintenance of system software. MRC's specific areas of responsibility include:

1. Managing network and server performance to ensure optimum throughput;
2. Providing problem management resolution support to help desk staff and to Customer IT management and end-users;
3. Managing the technical configuration and ensuring that all network, server, and enterprise application operating components are effectively integrated; and
4. Maintaining network operating system software and network management utilities.

Performance Management

MRC shall perform services and activities associated with managing the performance of the network environment including capacity planning. The work of collecting and reporting on performance trends and data planning shall be performed by MRC.

At the commencement of the contract, the Customer is interested in understanding what opportunities there are for consolidating its server resources in an effort to reduce operating expenses. The following table identifies the underlying roles and responsibilities associated with performance management services.

Table 28 Performance Management Roles and Responsibilities

| Performance Management Roles and Responsibilities | MRC | Customer |
|---|-------|----------|
| 1. Develop and document network performance requirements and projections. | X (P) | X (S) |
| 2. Develop and document performance management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve performance management procedures. | | X |
| 4. Perform tuning to maintain optimum performance across the network. | X | |
| 5. Manage network resources, devices and traffic to meet defined availability and performance SERVICE LEVELS. | X | |
| 6. Provide technical advice and support to the application maintenance and development staffs as required. | X | |
| 7. Evaluate, identify and recommend configurations or changes to configurations that shall enhance network performance. | X | |
| 8. Develop improvement plans as appropriate. | X | |
| 9. Authorize improvement plans. | | X |
| 10. Implement improvement plans. Coordinate with third-party carriers and "trusted partners" as required. | X | |

Configuration Management

MRC shall perform services and activities associated with tracking and managing the configuration of individual system components and identification of the relationships and dependencies among them. The following table identifies the underlying roles and responsibilities associated with configuration management services.

Table 29 Configuration Management Roles and Responsibilities

| Configuration Management Roles and Responsibilities | MRC | Customer |
|---|-------|----------|
| 1. Develop and document network configuration and server management requirements and policies. | X (P) | X (S) |
| 2. Develop configuration management procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve configuration management procedures. | | X |
| 4. Recommend a configuration management tool subject to approval by the Customer. | X | |

| Configuration Management Roles and Responsibilities | | MIRC | Customer |
|--|--|-------------|-----------------|
| 5. | Document and maintain network, server, and enterprise application specifications, configurations, topology and diagrams. | X | |
| 6. | Document and maintain inventory of all software used in managing the network environment. | X | |
| 7. | Document and maintain configuration inventory of all hardware used in the network environment. | X | |
| 8. | Document and maintain inventory of all network circuits and point-to-point connections in the network environment. | X | |
| 9. | Provide information about the configuration, functionality, and other aspects of the network upon request. | X | |
| 10. | Ensure that disaster recovery documentation correctly reflects the network environment. | X | |

Enterprise Systems Administration

MRC shall perform services and activities associated with the support of existing and future enterprise computing systems, such as email, calendaring, content management, and mail messaging delivery components. (i.e., Outlook). The following table identifies the underlying roles and responsibilities associated with enterprise systems administration services.

Table 30 Enterprise Computing Services Roles and Responsibilities

| Enterprise Application Computing Services Roles and Responsibilities | | MIRC | Customer |
|---|---|-------------|-----------------|
| 1. | Develop and document enterprise application computing systems requirements and policies. | X (P) | X (S) |
| 2. | Develop procedures for performing enterprise application systems administration that meet requirements and adhere to defined policies. | X | |
| 3. | Approve enterprise application systems administration procedures. | | X |
| 4. | Set up and manage user accounts, perform access control, manage files and disk space. | X | |
| 5. | Provide technical assistance and subject matter expertise as required by the Customer staff and third-party Service Providers for enterprise application computing products and solutions. | X | |
| 6. | Perform system or component configuration changes necessary to support enterprise computing services. | X | |
| 7. | Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by third-party software Service Providers to ensure proper operation of installed software. | X | |
| 8. | Upgrade software to new versions/releases as needed to provide improved/enhanced functionality. | X | |
| 9. | Perform diagnostics as needed to identify the cause of software problems and report findings. | X | |
| 10. | Ensure that all software maintenance activities conform to configuration management and change control processes. | X | |

| Enterprise Application Computing Services Roles and Responsibilities | | MIRC | Customer |
|--|--|------|----------|
| 11. Process monthly logs and issue reports on web activity, including hits per page. | | X | |
| 12. Create, manage, and maintain web structure and domains. | | X(P) | X(S) |
| 13. Manage the administration of the web search engine. | | X | |

Network Engineering, Testing, and Integration

MIRC shall perform services and activities associated with building and maintaining the technical infrastructure, and the testing, integration, and migration activities, which ensure that all network components work together effectively. The following table identifies the underlying roles and responsibilities associated with network engineering, testing, and integration services.

Table 31 Engineering, Testing, and Integration Roles and Responsibilities

| Engineering, Testing, and Integration Roles and Responsibilities | MIRC | Customer |
|---|-------|----------|
| 1. Develop and document engineering, testing, and integration requirements and policies. | X (P) | X (S) |
| 2. Develop engineering, testing, and integration procedures that meet requirements and adhere to defined policies. | X | |
| 3. Approve engineering, testing, and integration procedures. | | X |
| 4. Prepare network engineering plans and schedules to support new and enhanced applications, architectures, and standards. | X | |
| 5. Review and approve engineering plans and schedules. | | X |
| 6. Define and document unit and systems acceptance criteria. | X | |
| 7. Conduct testing for all new and upgraded equipment, software or services to include unit, system, integration, and regression testing. | X | |
| 8. Define and document user acceptance criteria. | | X |
| 9. Perform and approve user acceptance testing for new and upgraded equipment and software. | | X |
| 10. Assess and communicate the overall impact and potential risk to existing operations prior to implementing changes. | X | |
| 11. Coordinate implementation and migration support activities with the help desk, Customer, and affiliated entities. | X | |
| 12. Coordinate the scheduling of all changes to the network environment through defined change control processes. | X | |
| 13. Conduct pre-installation site surveys, as applicable. Coordinate with Customer and affiliated entities, and public carriers, as required. | X | |
| 14. Stage new and upgraded equipment and software to smoothly transition into production environment. | X | |
| 15. Perform project management, including the creation of project plans and management documentation. | X | |
| 16. Install new hardware and software components into production (e.g., routers, firewalls, RAS servers, etc.). | X | |

| Engineering, Testing, and Integration Roles and Responsibilities | | MRC | Customer |
|--|--|-----|----------|
| 17. Test new hardware and software to ensure proper installation and conformance with service level requirements. | | X | |
| 18. Assist as needed during migration activities. | | | X |
| 19. Provide technical assistance to Customer during transitions as needed. | | X | |
| 20. Update configuration management documentation and asset inventory to reflect hardware, software and network circuit changes. | | X | |
| 21. Provide training to Customer personnel as appropriate (e.g., new network access methods, etc.). | | X | |

Network Software and Utilities Maintenance

MRC shall perform services and activities associated with the maintenance and repair of network operating system software and network management utilities. The following table identifies the underlying roles and responsibilities associated with system software and utilities maintenance services.

Table 32 Network Software Maintenance Roles and Responsibilities

| Network Software Maintenance Roles and Responsibilities | | MRC | Customer |
|--|--|-------|----------|
| 1. Develop and document network system software and utilities maintenance requirements and policies. | | X (P) | X (S) |
| 2. Develop and document software maintenance procedures that meet requirements and adhere to defined policies. | | X | |
| 3. Approve network system software and utilities maintenance procedures. | | | X |
| 4. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by third-party software Service Providers to ensure proper operation of installed software. | | X | |
| 5. Upgrade software to new versions/releases as needed to provide improved/enhanced functionality. | | X | |
| 6. Perform diagnostics as needed to identify the cause of software problems and report findings. | | X | |
| 7. Ensure that all software maintenance activities conform to configuration management and change control processes. | | X | |
| 8. Maintain web server operating system, including system updates and security patches. | | X | |

3.3.3 Service Management

3.3.3.1 Objectives

A key objective of the Customer's decision to outsource IT services is to maintain effective service levels. The necessary SERVICE LEVELS are detailed in the following sections.

3.3.3.2 Service Specific Service Level Requirements (SERVICE LEVEL)

Please see Section 6 Service Level Requirements

3.3.3.3 Service Specific Milestones

Please see Appendix Section 5.4 Milestones Definition and Detail.

3.3.3.4 Reports

Required reports relevant to the provision of network services are defined in the following table:

Table 33 Network Services Reports

| Description | | Timing |
|--|--|----------------------|
| Network Availability by Server or Device | | Monthly or as needed |
| Outage Report Details | | Monthly or as needed |
| Capacity Planning and Trends Analysis | | Monthly or as needed |

4 Service Area 2 – Mainframe

4.1 Mainframe - Hardware

4.1.1 Service Environment

This statement of work defines the service environment, service descriptions with roles and responsibilities, and service level requirements (SERVICE LEVELS) for the provision of mainframe data center services to the Customer. According to this SOW, MRC shall be responsible for operating a mainframe providing computing services that support the business operations of the Customer.

4.1.2 Goals

A summary of the mainframe services goals follows:

1. Maintain VAX platform hardware and operating system.
2. Develop robust disaster recovery plan and regular testing.
3. Maintain AS400 platform as the state of Indiana requires.

4.1.2.1 Baseline Volumes and Projections

The Customer's current Mainframe Volumes and Projections for the VAX/VMS shall be analyzed and reported on by MRC within one hundred eighty (180) days after contract signing in order to establish an accurate baseline.

4.1.3 Service Requirements

Mainframe services are defined as the provision of centralized computing services supporting the Customer. There are several requirements for mainframe support:

1. MRC shall be required to identify alternative hardware that could house the VAX/VMS applications to potentially eliminate the support of antiquated equipment.

These service requirements are set for an on site data center.

4.1.3.1 Operations and Administration

MRC shall perform services and activities associated with managing and administering the VAX hardware.

4.1.3.2 Hardware Maintenance

MRC shall perform services and activities associated with maintaining hardware supporting mainframe systems, including but not limited to, the proactive maintenance of hardware according to the manufacturer's specified maintenance schedules, and problem determination and repair when necessary. The following table identifies the underlying roles and responsibilities associated with hardware maintenance services.

Table 34 Hardware Installation and Maintenance Roles and Responsibilities

| Hardware Maintenance Roles and Responsibilities | | | MRC | Customer |
|--|---|--|------------|-----------------|
| 1. | Develop and document hardware maintenance and repair requirements and policies. | | X (P) | X (S) |
| 2. | Develop and document hardware maintenance and repair procedures that meet requirements and adhere to defined policies. | | X | |
| 3. | Approve hardware maintenance and repair procedures. | | | X |
| 4. | Identify physical facilities changes needed to support installation of new or upgraded hardware (e.g., wiring, and cables; raised floor, electrical components, cooling upgrade, etc.). | | X | |
| 5. | Coordinate/perform facilities changes needed to support installation of new/upgraded hardware. | | X (S) | X (P) |
| 6. | Install (or coordinate installation of) new or enhanced system hardware (e.g., storage devices, etc.), components or peripherals to meet Customer processing requirements. | | X | |
| 7. | Perform diagnostics as needed to identify the cause of hardware problems and report findings. | | X | |
| 8. | Install manufacturer field change orders, firmware upgrades, and other Service Provider-supplied hardware improvements. | | X | |
| 9. | Replace defective parts and systems at the customer's expense. | | X | |
| 10. | Coordinate maintenance activities and repair of third-party Service Provider-supported hardware. | | X | |
| 11. | Manage warranties for Customer owned/leased hardware to ensure that parts under warranty are replaced under the terms of the warranty. | | X | |
| 12. | Ensure that all hardware maintenance activities conform to configuration management and change control processes. | | X | |

4.1.3.3 Technical Support

MRC shall perform services and activities associated with the configuration, performance and maintenance of system software, middleware, utilities and databases. Technical support responsibilities of MRC include:

1. Managing system performance to provide optimum performance;
2. Managing the technical configuration and ensuring that all operating components are effectively integrated; and
3. Maintaining operating system software and utilities.

4.1.4 Service Management

4.1.4.1 Objectives

A key objective of the Customer's decision to outsource IT services is to maintain required service levels. The necessary service level requirements are detailed in the following sections.

4.1.5 Service Specific Milestones

Please see Appendix Section 5.4 Milestones Definition and Detail.

4.2 Mainframe - COBOL Application Development

4.2.1 Service Environment

This statement of work defines the service environment, service descriptions with roles and responsibilities for the provision of mainframe data center services to the Customer. According to this SOW, MRC shall be responsible for operating a mainframe providing computing services that support the business operations of the Customer.

4.2.2 Goals

A summary of the mainframe services goals follows:

- 1.** Support legacy applications and reduce reliance on VAX.
- 2.** Develop disaster recovery plan.

4.2.3 Baseline Volumes and Projections

The Customer's current Mainframe Volumes and Projections for the VAX/VMS shall be analyzed and reported on by MRC within one hundred eighty (180) days after contract signing in order to establish an accurate baseline.

4.2.4 Work in Progress

The Customer currently has a number of initiatives in progress that are included in the scope of this SOW, and are the responsibility of MRC to complete within the time frames specified by the Customer. A list of these projects is provided in ***Exhibit 5.4, Annual Work Plan***

- ✓ Laser Check-printing Solution for FASBE Mainframe Application

4.2.5 Future Initiatives

Other initiatives under consideration but which are not in progress include:

- ✓ FASBE Upgrade from VAX to Client/Server
- ✓ Consolidation of select OpenVMS solutions onto Itanium platform
- ✓ Upgrade KRONOS package

As these initiatives are implemented, it is expected that any requirements they have for ongoing mainframe services as defined in this SOW shall be provided.

4.2.6 Service Requirements

Mainframe services are defined as the provision of centralized computing services supporting the Customer. There are several requirements for mainframe support:

- 2.** MRC shall be required to identify alternate software tools to support the applications and provide migration plans to move the remaining legacy applications before it becomes

impossible to find the technical skills to maintain the COBOL programs and to efficiently extract the historical data from the COBOL programs.

3. MRC shall be required to identify alternative hardware that could house the VAX/VMS applications to potentially eliminate the support of antiquated equipment.
4. MRC shall be required to identify alternatives for managing these production print jobs.
5. MRC shall be required to develop backup and rotation schedules consistent with Customer policies.
6. MRC shall be required to manage and administer state/federal computer resources assigned to the Customer.

4.2.6.1 Operations and Administration

MRC shall perform services and activities associated with managing and administering all Customer business processes and systems residing in the mainframe. Operations and administration responsibilities of MRC include but not limited to:

1. Operating and monitoring VAX/VMS workload to meet the processing requirements of the Customer;
2. Maintenance and operation of legacy VAX/VMS applications;
3. Service and support of the state AS400;
4. Managing all current and future production job schedules and backup tape resources;
5. Ensuring that computer output is correctly produced and delivered;
6. Managing data and storage resources;
7. Maintaining hardware.
8. Document current and future applications.
9. Document and Maintain Job Production Schedules.
10. Optimize hardware resources.
11. Perform all system upgrades.
12. Manage and support all Vax printers including the 800LPM LN08 and 900LPM LN09.
13. Maintaining operating system software and utilities.
14. Perform services and activities associated with the administration, maintenance, creation and support of existing VAX/VMS databases
15. Planning and analysis for Application Support and Maintenance services involves those activities associated with the maintenance (or creation) of user, business and technical requirements and specifications to update or enhance Customer legacy application systems
16. Test and integration services to ensure that all individual program components configured with or added to the applications environment work together properly as a single system performing all of the intended functions.
17. Migration and implementation of new and upgraded application components to the production environment.
18. Legacy maintenance support: To ensure that in-use legacy applications continue to function as required by the City County. Legacy support includes:
 - a. Corrective maintenance to resolve problems
 - b. Preventative maintenance to proactively mitigate impact of known conditions which could affect an application
 - c. Adaptive maintenance required as a result of changes to interfacing external applications or hardware, and

d. Perfective maintenance to maintain optimum performance.

19. Software configuration management and version control to maintain documentation of system components and tracking of modifications to an legacy application's components over time with the ability to restore an application (or component) to prior versions, and
20. Providing general technical assistance to the help desk and Customer end-users.

4.2.7 Service Management

4.2.7.1 SERVICE LEVEL Details

MRC shall provide a Full Time Equivalency (FTE) employee dedicated solely to COBOL programming support of the Customer legacy applications.

4.2.8 Reports

Required reports relevant to the provision of mainframe services are defined in the following table:

Table 35 Mainframe Services Reports

| Description | | Timing |
|--|--|----------------------|
| General System Availability by System Server | | Monthly or as needed |
| Batch Processing, Output Delivery, General Administrative Functions, Incident Resolution and Restoration Services SERVICE LEVEL Compliance | | Monthly or as needed |
| Capacity Planning Analysis | | As needed |
| Maintenance activities work plan | | Monthly or as needed |

4.3 Third Party and Packaged Application Inventory

This inventory is to be used as a baseline for a packaged application inventory and is not to be viewed as an all encompassing list of Customer applications.

| System/Application Name | Manufacturer |
|---|---------------------|
| Open Software Solutions (OSS) | ETI, NC |
| Tiburon | Tiburon |
| Canonfile digital imaging storage system | Canon |
| OMNIXX – state interface between NCIC | State of Indiana |
| Finance and billing (FASBE, FeeManager, FeeAdmin) | ISI |

CodeMaster
Clancy Parking Management
Permit systems (CityView)
Document Imaging (PaperVision, iDocument)
UltiPro (HR)
Law on Disk
Proslink
Arc GIS

LexisNexis
Clancy
Municipal Software
Digitek;Fidler
Ultimate Software
Proslink
ESRI

4.4 Desktop Software Inventory

This inventory is to be used as a baseline for desktop software inventory and is not to be viewed as an all encompassing list of Customer applications.

Software Name

Pathworks
WordPerfect Office Suite
MS Office Products (97-2000,XP)

PC Anywhere
Monarch Report Explorer
Visual dBase
Adobe Acrobat
Intellsynch
Internet Explorer
Netscape

Microsoft Proxy Client
Lotus Smart Suite
OmniPage Pro
Iomega Ware
Standard Registry
IDIS

Veritas Backup Exec
Windows Media Player
ActiveSync
Palm Desktop
Dame Ware
Print Key
Roxio
CE Quadrant
Nero

HP Record Now
Norton Utilities
ArcView
HP Scanjet
FTR Gold
Smart Term Essentials
PowerTerm
Carbon Copy
PeachTree
Citrix MetaFrame Client

4.5 Milestones Definition and Detail

Table 36 Standards and Procedure Manual Milestone Detail

| Policy and Procedure Manual | Credit to Customer |
|---|---|
| <p>Within nine (9) months after the contract signing date, MRC shall deliver a reasonable and appropriate draft Standards and Procedures Manual, in accordance with industry best practices, to the Customer for its review, comment, and approval. MRC shall incorporate all comments or suggestions of the Customer and MRC shall finalize the Standards and Procedures Manual within one month after receiving feedback. MRC shall periodically (but not less than quarterly) update the Standards and Procedures Manual to reflect changes in the operations or procedures. Updates of the Standards and Procedures Manual shall be provided to Customer for review, comment and approval.</p> <p>The Standards and Procedures Manual shall be provided electronically (and in a manner such that it can be accessed via either Customer's intranet or the Internet) to the Customer, with reasonable notice to allow for the Customer's review and approval, as well as Customer's end-users. The Standards and Procedures Manual should describe how MRC shall perform the services under the service agreement, the equipment and software being and to be used, and the documentation (including, e.g., operations manuals, user guides, specifications, and end-user support) that provide further details of these activities. The Standards and Procedures Manual shall further describe the activities MRC shall undertake in order to provide the services including, where appropriate, direction, supervision, monitoring, staffing, quality assurance, reporting, planning, and oversight activities, and shall include reasonable acceptance testing and quality assurance procedures developed by the Customer. The Standards and Procedures Manual is intended to describe to the Customer how the services shall be performed and act as a guide to end-users seeking assistance in the services. The Standards and Procedures Manual shall in no event be interpreted as an amendment to the service agreement or relieve MRC of any of its performance obligations under the service agreement. In the event of a conflict between the provisions of the service agreement and the Standards and Procedures Manual, the provisions of the service agreement shall control unless both expressly agree otherwise.</p> | <p>\$500 per month until plan is accepted, unless otherwise agreed to by the Customer</p> |

Table 37 Technology Plan Milestone Detail

| Annual Technology Plan Development | Credit to Customer |
|---|--|
| <p>The Annual Technology Plan shall be composed of short-term and long-range plans, which tie into business goals. The long-range plan shall include strategic and flexible use of IT systems, including Data Center Services, Networking Services, Help Desk, Distributed Computing Services, and Applications Services to the extent that each service area relates to the Services that MRC is obligated to perform.</p> <p>The first Technology Plan under the service agreement shall be completed on</p> | <p>\$500 per month until plan is accepted, unless otherwise agreed to by</p> |

Annual Technology Plan Development

Credit to
Customer

or before nine (9) months following the contract signing date. Thereafter a Technology Plan shall be prepared annually on the first day of January each year during the term.

The Annual Technology Plan shall be proposed in light of Customer's anticipated business goals, mission, objectives, priorities and strategies. The short-term plan must include information concerning technology budget development for the next fiscal year and identification of software and hardware, as appropriate, for which technology refresh might be needed in the next year. The short-term plan must include a projected time schedule for obtaining the necessary software, hardware and services and implementing the proposed upgrades, replacements and/or all other changes to Customer's technology architecture or business processes. MRC shall, on a regular basis prior to the preparation of each Annual Technology Plan:

- 1.** identify MRC and non-Service Provider products and technology services that shall meet or exceed the business requirements of Customer for a minimum of three (3) year useful life, and shall support the mission, goals and objectives of Customer
- 2.** analyze and evaluate processors and data storage media, operating tools, application metering, recommending right-sized platforms and solutions that shall meet or exceed business needs
- 3.** analyze and evaluate software and equipment solutions concerning management of remote processors and data repositories
- 4.** research and recommend contingency solutions for distributed systems failures
- 5.** prepare capacity plans for all new applications, software and other enhancements to existing systems, including office automation software,
- 6.** develop and coordinate migration and implementation plans for equipment, software, change management, and business solutions
- 7.** identify MRC or Customer resources required to complete the long-range and short-term plans
- 8.** investigate the requirements, costs and benefits of new technology
- 9.** provide cost estimates for technology solutions and new projects and other initiatives outlined in the Annual Technology Plan, including alternatives in leasing, purchasing, and financing equipment
- 10.** coordinate and deliver technology planning workshops on industry trends and best practices on a semi-annual basis and upon the request of Customer

The first Technology Plan shall include, but in no way be limited to, information regarding industry trends in production capabilities and pricing and the implementation of proposed hardware and software changes. The first Technology Plan shall then updated each contract year, and shall, upon approval by Customer, establish the strategic approach to MRC's conduct and implementation of the technology management and upgrade services.

In the event that a Technology Plan is not accepted by Customer, MRC shall continue to provide the services at levels meeting or exceeding those set forth in the service agreement as modified, amended, or restated from time to time, including but not limited to any prior Technology Plan that might be in place.

the
Customer

Table 38 Disaster Recovery Planning Milestone Detail

| Disaster Recovery Planning | |
|---|---------------------------|
| | Credit to Customer |
| <p>Not later than seven (7) months after the contract signing date, MRC shall provide the Customer with complete disaster recovery plans for the Customer's review and written approval, designed to ensure the continuing availability and integrity of the Mainframe and / or Distributed Computing Services environment and the services as designated in the service agreement, in the event of destruction, damage or unavailability for use for any reason whatsoever to such an extent that a disaster has been declared by Customer or other relevant governmental jurisdiction. MRC shall incorporate Customer's comments and suggestions into such Disaster Recovery Plans. Commencing upon approval of the Disaster Recovery Plan, MRC shall implement the plan, such implementation to be completed no later than ninety (90) days after the contract signing date, and provide or make available the disaster recovery services to Customer. MRC shall update and test all disaster recovery procedures not less frequently than once annually.</p> | \$3000 |
| <p>Pending development and implementation of disaster recovery plans, MRC shall use the disaster recovery plans in effect as of the contract signing date.</p> | |

Table 39 Knowledge Base Milestone Detail

| Knowledge Base | |
|--|---|
| | Credit to Customer |
| <p>Within nine (9) months of contract implementation, MRC shall begin development of a knowledge base for users.</p> <p>Within one year of contract implementation, MRC shall provide online access to the knowledge base for self-help and diagnosis to the C/C customer base.</p> <p>Because implementation of this milestone shall produce a reduction in MRC cost, the cost of implementing this improvement should be within the fixed fee pricing of this contract.</p> | <p>\$500 per month until implemented unless otherwise agreed to by the Customer</p> |

Table 40 Enhanced Technology Milestone Detail

| Enhanced Technology Report | |
|--|--|
| | Credit to Customer |
| <p>MRC shall have a regular and ongoing responsibility of providing the Customer with information for evaluation regarding new, improved, or enhanced information technology, equipment, systems, applications or other improved processes that could reasonably be expected to have a positive impact in terms of increased efficiency, increased quality, or reduced costs as products, services, information or technologies become commercially available.</p> <p>In addition, at least once during the first nine (9) months and once during the second six months of each contract year, MRC shall meet with the Customer and provide a formal, written report to inform the Customer of any enhanced technology to provide information about IT trends of which the Customer should be made aware.</p> | <p>\$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer</p> |

| | |
|--|--|
| Upon the identification of any enhanced technology that would materially improve performance, capacity, bandwidth, or reduce the cost of the services, MRC and the Customer shall determine which technology shall be implemented and the terms, including detailed SERVICE LEVELS specific to each enhancement. | |
|--|--|

Table 41 Customer Satisfaction Milestone

| Semi-Annual Customer Satisfaction Milestone | Credit to Customer |
|--|---|
| Within nine (9) months of the implementation date, and no less frequently than twice annually , MRC shall conduct end-user satisfaction surveys regarding the services during the term. The surveys should cover a representative and statistically significant sample of the end-users and, as a separate sample category, senior Customer management. The Customer shall provide reasonable assistance to MRC to: (i) identify the appropriate sample of end-users; (ii) distribute the surveys; and (iii) encourage participation by end-users in order to obtain meaningful results. The Customer shall review and approve the content, format, and timing of such surveys prior to distribution thereof, and may include such additional material or information with such surveys as deemed necessary or desirable. | \$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer |
| MRC shall provide the Customer a written summary of the results of the survey within thirty (30) days following its distribution, and within ten (10) business days following the Customer's receipt. MRC contract manager shall review the results of the survey with Customer and present appropriate plans for improvement where warranted. Any data collected as the result of such survey shall be the exclusive property of the Customer; provided, however MRC shall be permitted to use such survey results solely as reasonably necessary for the performance of the services. Other than what has been described, any distribution of survey results by MRC to third parties shall require the advance written consent of the Customer. | |

Table 42 Customer Feedback Survey

| Feedback Survey | Credit to Customer |
|--|---|
| Within seven (7) months of contract implementation , MRC shall make available an online feedback survey for customers to immediately provide comments on any aspect of MRC's performance. | \$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer |

Table 43 Self Password Reset Milestone Detail

| Self Password Resets | Credit to Customer |
|---|---|
| Within nine (9) months of contract implementation , MRC shall implement self password resets. Because implementation of this milestone shall produce a reduction in MRC cost, the cost of implementing this improvement should be within the fixed fee price of this contract. | \$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer |

Table 44 Desktop Images Milestone

| Desktop Images Plan | |
|--|---|
| Credit to Customer | |
| Within nine (9) months of contract implementation , MRC shall develop a plan for consolidation of the Customer's desktop images. The plan shall include a discussion of the pros and cons of locking down desktops and an analysis of the advantages and disadvantages of standardizing on more than one image across a department and/or the entire Customer. Several approaches and options should be analyzed and costs provided for each. | \$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer |

Table 45 Network Integration Plan Milestone Detail

| Network Consolidation | |
|---|---|
| Credit to Customer | |
| Within six (6) months of contract implementation , MRC shall validate and document the existing plan for consolidation of the Customer network, servers and email systems. | \$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer |

Table 46 VAX Retirement Plan Milestone Detail

| Retirement of VAX environment | |
|--|---|
| Credit to Customer | |
| Within nine (9) months of contract signing , submit a plan that describes options for retiring the VAX over the next 12 months. | \$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer |

Table 47 Application Support and Maintenance Estimating Milestone Detail

| Application Support & Maintenance Project Estimating Methodology | |
|--|---|
| Credit to Customer | |
| Within nine (9) months of contract implementation , provide a application project estimating plan consisting of a methodology, approach, process and any tools needed to meet the requirements of the plan. | \$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer |

Table 48 Security

| Security Encryption and Access Authorization | | Credit to Customer |
|---|--|--|
| Within nine (9) months of the contract signing date, MRC shall provide a plan for implementing and supporting encryption and/or access authentication services to protect transmissions of Customer data. The plan shall include a description of any potential issues raised with the use of encryption, your strategy for resolving them, and a project plan detailing the costs and required resources from the Customer. | | \$500 per month, prorated, until deliverable is accepted unless otherwise agreed to by the Customer |

5 SERVICE LEVEL REQUIREMENTS

Priority Definition for SERVICE LEVELS's

| Priority Level | Description |
|----------------|---|
| Priority 1 | Downtime, outage, or other failure of one or more Critical System(s)/Function(s) or Services that impact multiple End Users or which places the safety of End Users or citizens at risk. |
| Priority 2 | Exceeding Critical System(s)/Function(s), Downtime, outage or other failure of one or more System(s)/Function(s) or Services that impacts multiple End Users. |
| Priority 3 | A System/Function or Services problem requiring expedient correction, but for which there is a reasonable and practical circumvention so that the End User continues processing (and is able to perform End User's function) with only minimal loss of efficiency or functionality; or Downtime, outage, or other failure, including related Computing Components, affecting a single End User or a single System/Function, exceeding Critical System(s)/Function(s). |
| Priority 4 | A System/Function or Services problem requiring expedient correction, but for which there is a reasonable and practical circumvention so that the End User continues processing (and is able to perform End User's function) without loss of efficiency or functionality. |
| Priority 5 | An End User question or problem that does not materially affect the End User's ability to process (or perform End User's function). |

5.1 Vanderburgh County Courts Service Level Exceptions:

The Vanderburgh County Court Community, which includes the Circuit Court, Superior Court, Clerk of Courts, Probation Office, Prosecutor's Office, and Public Defender's Office (hereinafter collectively referred to as the "Courts"), has retained the services of two (2) information technology personnel (hereinafter referred to as the "Court Personnel"). The Court Personnel are separate from and independent of the services provided by MRC. However, MRC shall provide support to the Courts and the Court Personnel, as set forth below and subject to the terms of this section 5.1. It is understood that the Courts and MRC will communicate work together towards common goals and that the Court Personnel and MRC will work in good faith and use their best efforts. In an effort to keep the lines of responsibility clear between the Court Personnel and MRC, the parties agree as follows:

1. Help Desk Support. The Courts shall direct all inquiries, requests for service, and notifications relating to IT services and activities, including Desktop Services, Network and Server Services and VAX Services, to the MRC Help Desk during the Help Desk's regular business hours, as defined in Section 3.1.2. MRC shall answer all telephone calls from the Courts and coordinate all requests for service. The Courts shall rely solely on Court Personnel to provide after-hours support for all Court Desktop and Court Application questions. MRC personnel operating the Help Desk will triage all telephone calls and determine, in their sole discretion, whether the telephone call requires the support of Court Personnel or MRC. Court Personnel shall provide support for all issues involving Court Desktops and Court Applications. MRC shall provide support for all Network

backbone devices and all Enterprise systems including, but not limited to, Enterprise e-mail system, Enterprise Data Storage, Enterprise Backups and Enterprise Website hosting.

2. Co-Administration. MRC and Court Personnel shall co-administer the Courts Servers, Operating System and Database. However, Court Personnel shall be solely responsible for all Courts Applications and Court Desktops.

3. Duplicate Service. The customer agrees that if the Courts introduce a duplicate service, the Court Personnel shall be responsible for its support. A duplicate service would include a service that the Enterprise already has available, including, but not limited to, a separate Windows Network, separate e-mail system, separate backup system, separate anti-virus, separate Internet access. A duplicate service does not include additional application servers required to support the functions of the Courts that is not already provided by the Enterprise. Notwithstanding the foregoing, the Courts have committed to integrate their existing duplicate services and applications to the Enterprise. MRC shall assist the Court Personnel in this process and shall support and service the Courts duplicate services or applications until such time as the duplicate service or application is completely integrated to the Enterprise. MRC shall also be responsible for COBOL applications which the Courts deem part of the Enterprise application (e.g. tax warrants, marriage licenses, etc.).

4. Liability. The County acknowledges that the Courts Desktops and Courts Applications will be supported by Court Personnel. Enterprise applications utilized by the Courts shall be maintained and supported by MRC. The Courts Servers will be co-managed by both Court Personnel and MRC. The County agrees that MRC shall be relieved of Service Level commitments and financial liability for services and support provided to the Courts Desktops, Courts Applications and Courts Co-Administered servers.

In the event of an emergency, the Courts may request the assistance of MRC by making such request to the CIO. Upon approval of such assistance, the customer agrees that MRC shall be relieved of Service Level commitments and financial liability for services and support provided to the Courts Desktops and Courts Applications and MRC shall be temporarily relieved of Service Level Commitments to other areas of the Enterprise. MRC shall have no liability for conduct of Court Personnel which prevents satisfactory performance by MRC. Under no circumstance shall MRC be relieved of the obligation of using its best efforts.

5. Supplemental Services. In the event the Courts require additional IT support (herein "Supplemental Services") from MRC, the Court Personnel shall make a request for Supplemental Services to the CIO. If such request is approved, MRC shall be compensated for any Supplemental Services based on the hourly rates set forth in Section 6 hereof.

6. Court Personnel. The Courts shall maintain two (2) qualified Court Personnel.

7. Administrative Rules. MRC and Court Personnel shall comply with the Administrative Rules of the Supreme Court of Indiana at all times.

SERVICE LEVEL DELIVERABLE TABLE

| Name | Reporting Period | Service Level | Type |
|--|------------------|--|-------------------|
| HELP DESK | | | |
| Answer Time | Monthly | All calls answered by a live person within 60 seconds 90% of time | Critical |
| First Call Resolution | Monthly | 60% of the problems are resolved during the first call with Level 1 Support (SERVICE LEVEL for five years) MRC shall target 70% for year two and 75% year three. | Critical |
| Help Desk Satisfaction Survey | Quarterly | Average score of 4.0 on a scale of 1(worst) – 5(best) | Quality Indicator |
| Problem Management | Monthly | 50% in month one, 65% in month two and 80% in months three through six and then 90% thereafter through the end of contract of all reported problems shall be tracked and escalated according to severity level definitions during business day: Priority 1 – Response within 30 minutes and resolved or a work around implemented within 4 hours during normal business hours and 30-minute response and resolution and work around implemented in 4 hours during non-business hours. Priority 2 – Response within 60 minutes and resolved or a work around implemented within 6 business hours. Update to be provided hourly (during business hours) until resolved. Priority 3 – Response within 2 business hours and resolved or a work around implemented within 12 business hours. Update to be provided every 4 business hours. Priority 4 – Response within 4 business hours and resolved or a work around implemented within 30 business hours (3 business days). Updates to be provided once each business day. Priority 5 - Response within 10 business hours. Resolution identified within 30 business hours, and scheduled so that resolution occurs within 15 business days (or otherwise as agreed to by the City and County). Updates to be provided weekly until resolved. Problems not resolved within the defined target are to be worked on based on priority and resolved within 15 business days with status provided as agreed with customer. | Critical |
| Change Management | Monthly | 98 % of changes to environment shall be completed as scheduled and shall be processed and controlled through a formal Change Management process. | Quality Indicator |
| APPLICATIONS DEVELOPMENT AND MAINTENANCE | | | |
| Security Access-Data | Monthly | User ID request shall be completed within 1 business day after approval | Critical |
| NETWORK MANAGEMENT | | | |
| Network Availability | Monthly | Any single network segment incurs no more than 4 hours of unscheduled downtime and/or 2-downtime events per period. Network availability shall be 99% with a target of 99.7% | Critical |
| PERSONAL COMPUTERS | | | |
| Installation/Move/Add/Change | Monthly | 95% of all requests shall be performed as scheduled | Quality Indicator |
| SERVER OPERATIONS | | | |
| Root Cause Analysis | Each Occurrence | Root Cause Analysis Report shall be produced within 5 business days 100% of time only for priority 1 and 2. | Quality Indicator |
| VAX | Monthly | Notification of outage 95 % of time Response time: < 30 Minutes for Priority 1 < 60 Minutes for Priority 2 | Quality Indicator |
| Data Backup and Restore | Monthly | 99.9% of all customer identified data is being backed up, stored and restored as required according to the Customer's requirements, with 100% successful restorable activity. Customer to provide backup timetable (length of time to store). | Critical |

| Disaster Recovery | Each Occurrence | MRC shall provide all available resources to the customer to assist with disaster recovery measures as it pertains to the customers Information Technology systems at no additional charge to the customer. | Critical |
|-------------------|-----------------|---|-------------------|
| Asset Management | Monthly | 95% of IT assets managed and deployed by JTD Shall be inventoried and tracked. | Quality Indicator |

6 PAYMENT SCHEDULE

CITY OF EVANSVILLE/COUNTY OF VANDERBURGH

| Year 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 |
|-----------|----------------|-------------|-------------|-------------|-------------|--------------|
| City | * \$100,000.00 | \$14,412.00 | \$14,412.00 | \$14,412.00 | \$14,412.00 | \$143,236.00 |
| County | * \$100,000.00 | \$ 5,477.66 | \$ 5,477.66 | \$ 5,477.66 | \$ 5,477.68 | \$116,433.00 |

*Services and Transition Fees

City Payment Table

| | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2094 | 2095 | 2096 | 2097 | 2098 | 2099 | 2100 | 2101 | 2102 | 2103 | 2104 | 2105 | 2106 | 2107 | 2108 | 2109 | 2110 | 2111 | 2112 | 2113 | 2114 | 2115 | 2116 | 2117 | 2118 | 2119 | 2120 | 2121 | 2122 | 2123 | 2124 | 2125 | 2126 | 2127 | 2128 | 2129 | 2130 | 2131 | 2132 | 2133 | 2134 | 2135 | 2136 | 2137 | 2138 | 2139 | 2140 | 2141 | 2142 | 2143 | 2144 | 2145 | 2146 | 2147 | 2148 | 2149 | 2150 | 2151 | 2152 | 2153 | 2154 | 2155 | 2156 | 2157 | 2158 | 2159 | 2160 | 2161 | 2162 | 2163 | 2164 | 2165 | 2166 | 2167 | 2168 | 2169 | 2170 | 2171 | 2172 | 2173 | 2174 | 2175 | 2176 | 2177 | 2178 | 2179 | 2180 | 2181 | 2182 | 2183 | 2184 | 2185 | 2186 | 2187 | 2188 | 2189 | 2190 | 2191 | 2192 | 2193 | 2194 | 2195 | 2196 | 2197 | 2198 | 2199 | 2200 | 2201 | 2202 | 2203 | 2204 | 2205 | 2206 | 2207 | 2208 | 2209 | 2210 | 2211 | 2212 | 2213 | 2214 | 2215 | 2216 | 2217 | 2218 | 2219 | 2220 | 2221 | 2222 | 2223 | 2224 | 2225 | 2226 | 2227 | 2228 | 2229 | 2230 | 2231 | 2232 | 2233 | 2234 | 2235 | 2236 | 2237 | 2238 | 2239 | 2240 | 2241 | 2242 | 2243 | 2244 | 2245 | 2246 | 2247 | 2248 | 2249 | 2250 | 2251 | 2252 | 2253 | 2254 | 2255 | 2256 | 2257 | 2258 | 2259 | 2260 | 2261 | 2262 | 2263 | 2264 | 2265 | 2266 | 2267 | 2268 | 2269 | 2270 | 2271 | 2272 | 2273 | 2274 | 2275 | 2276 | 2277 | 2278 | 2279 | 2280 | 2281 | 2282 | 2283 | 2284 | 2285 | 2286 | 2287 | 2288 | 2289 | 2290 | 2291 | 2292 | 2293 | 2294 | 2295 | 2296 | 2297 | 2298 | 2299 | 2300 | 2301 | 2302 | 2303 | 2304 | 2305 | 2306 | 2307 | 2308 | 2309 | 2310 | 2311 | 2312 | 2313 | 2314 | 2315 | 2316 | 2317 | 2318 | 2319 | 2320 | 2321 | 2322 | 2323 | 2324 | 2325 | 2326 | 2327 | 2328 | 2329 | 2330 | 2331 | 2332 | 2333 | 2334 | 2335 | 2336 | 2337 | 2338 | 2339 | 2340 | 2341 | 2342 | 2343 | 2344 | 2345 | 2346 | 2347 | 2348 | 2349 | 2350 | 2351 | 2352 | 2353 | 2354 | 2355 | 2356 | 2357 | 2358 | 2359 | 2360 | 2361 | 2362 | 2363 | 2364 | 2365 | 2366 | 2367 | 2368 | 2369 | 2370 | 2371 | 2372 | 2373 | 2374 | 2375 | 2376 | 2377 | 2378 | 2379 | 2380 | 2381 | 2382 | 2383 | 2384 | 2385 | 2386 | 2387 | 2388 | 2389 | 2390 | 2391 | 2392 | 2393 | 2394 | 2395 | 2396 | 2397 | 2398 | 2399 | 2400 | 2401 | 2402 | 2403 | 2404 | 2405 | 2406 | 2407 | 2408 | 2409 | 2410 | 2411 | 2412 | 2413 | 2414 | 2415 | 2416 | 2417 | 2418 | 2419 | 2420 | 2421 | 2422 | 2423 | 2424 | 2425 | 2426 | 2427 | 2428 | 2429 | 2430 | 2431 | 2432 | 2433 | 2434 | 2435 | 2436 | 2437 | 2438 | 2439 | 2440 | 2441 | 2442 | 2443 | 2444 | 2445 | 2446 | 2447 | 2448 | 2449 | 2450 | 2451 | 2452 | 2453 | 2454 | 2455 | 2456 | 2457 | 2458 | 2459 | 2460 | 2461 | 2462 | 2463 | 2464 | 2465 | 2466 | 2467 | 2468 | 2469 | 2470 | 2471 | 2472 | 2473 | 2474 | 2475 | 2476 | 2477 | 2478 | 2479 | 2480 | 2481 | 2482 | 2483 | 2484 | 2485 | 2486 | 2487 | 2488 | 2489 | 2490 | 2491 | 2492 | 2493 | 2494 | 2495 | 2496 | 2497 | 2498 | 2499 | 2500 | 2501 | 2502 | 2503 | 2504 | 2505 | 2506 | 2507 | 2508 | 2509 | 2510 | 2511 | 2512 | 2513 | 2514 | 2515 | 2516 | 2517 | 2518 | 2519 | 2520 | 2521 | 2522 | 2523 | 2524 | 2525 | 2526 | 2527 | 2528 | 2529 | 2530 | 2531 | 2532 | 2533 | 2534 | 2535 | 2536 | 2537 | 2538 | 2539 | 2540 | 2541 | 2542 | 2543 | 2544 | 2545 | 2546 | 2547 | 2548 | 2549 | 2550 | 2551 | 2552 | 2553 | 2554 | 2555 | 2556 | 2557 | 2558 | 2559 | 2560 | 2561 | 2562 | 2563 | 2564 | 2565 | 2566 | 2567 | 2568 | 2569 | 2570 | 2571 | 2572 | 2573 | 2574 | 2575 | 2576 | 2577 | 2578 | 2579 | 2580 | 2581 | 2582 | 2583 | 2584 | 2585 | 2586 | 2587 | 2588 | 2589 | 2590 | 2591 | 2592 | 2593 | 2594 | 2595 | 2596 | 2597 | 2598 | 2599 | 2600 | 2601 | 2602 | 2603 | 2604 | 2605 | 2606 | 2607 | 2608 | 2609 | 2610 | 2611 | 2612 | 2613 | 2614 | 2615 | 2616 | 2617 | 2618 | 2619 | 2620 | 2621 | 2622 | 2623 | 2624 | 2625 | 2626 | 2627 | 2628 | 2629 | 2630 | 2631 | 2632 | 2633 | 2634 | 2635 | 2636 | 2637 | 2638 | 2639 | 2640 | 2641 | 2642 | 2643 | 2644 | 2645 | 2646 | 2647 | 2648 | 2649 | 2650 | 2651 | 2652 | 2653 | 2654 | 2655 | 2656 | 2657 | 2658 | 2659 | 2660 | 2661 | 2662 | 2663 | 2664 | 2665 | 2666 | 2667 | 2668 | 2669 | 2670 | 2671 | 2672 | 2673 | 2674 | 2675 | 2676 | 2677 | 2678 | 2679 | 2680 | 2681 | 2682 | 2683 | 2684 | 2685 | 2686 | 2687 | 2688 | 2689 | 2690 | 2691 | 2692 | 2693 | 2694 | 2695 | 2696 | 2697 | 2698 | 2699 | 2700 | 2701 | 2702 | 2703 | 2704 | 2705 | 2706 | 2707 | 2708 | 2709 | 2710 | 2711 | 2712 | 2713 | 2714 | 2715 | 2716 | 2717 | 2718 | 2719 | 2720 | 2721 | 2722 | 2723 | 2724 | 2725 | 2726 | 2727 | 2728 | 2729 | 2730 | 2731 | 2732 | 2733 | 2734 | 2735 | 2736 | 2737 | 2738 | 2739 | 2740 | 2741 | 2742 | 2743 | 2744 | 2745 | 2746 | 2747 | 2748 | 2749 | 2750 | 2751 | 2752 | 2753 | 2754 | 2755 | 2756 | 2757 | 2758 | 2759 | 2760 | 2761 | 2762 | 2763 | 2764 | 2765 | 2766 | 2767 | 2768 | 2769 | 2770 | 2771 | 2772 | 2773 | 2774 | 2775 | 2776 | 2777 | 2778 | 2779 | 2780 | 2781 | 2782 | 2783 | 2784 | 2785 | 2786 | 2787 | 2788 | 2789 | 2790 | 2791 | 2792 | 2793 | 2794 | 2795 | 2796 | 2797 | 2798 | 2799 | 2800 | 2801 | 2802 | 2803 | 2804 | 2805 | 2806 | 2807 | 2808 | 2809 | 2810 | 2811 | 2812 | 2813 | 2814 | 2815 | 2816 | 2817 | 2818 | 2819 | 2820 | 2821 | 2822 | 2823 | 2824 | 2825 | 2826 | 2827 | 2828 | 2829 | 2830 | 2831 | 2832 | 2833 | 2834 | 2835 | 2836 | 2837 | 2838 | 2839 | 2840 | 2841 | 2842 | 2843 | 2844 | 2845 | 2846 | 2847 | 2848 | 2849 | 2850 | 2851 | 2852 | 2853 | 2854 | 2855 | 2856 | 2857 | 2858 | 2859 | 2860 | 2861 | 2862 | 2863 | 2864 | 2865 | 2866 | 2867 | 2868 | 2869 | 2870 | 2871 | 2872 | 2873 | 2874 | 2875 | 2876 | 2877 | 2878 | 2879 | 2880 | 2881 | 2882 | 2883 | 2884 | 2885 | 2886 | 2887 | 2888 | 2889 | 2890 | 2891 | 2892 | 2893 | 2894 | 2895 | 2896 | 2897 | 2898 | 2899 | 2900 | 2901 | 2902 | 2903 | 2904 | 2905 | 2906 | 2907 | 2908 | 2909 | 2910 | 2911 | 2912 | 2913 | 2914 | 2915 | 2916 | 2917 | 2918 | 2919 | 2920 | 2921 | 2922 | 2923 | 2924 | 2925 | 2926 | 2927 | 2928 | 2929 | 2930 | 2931 | 2932 | 2933 | 2934 | 2935 | 2936 | 2937 | 2938 | 2939 | 2940 | 2941 | 2942 | 2943 | 2944 | 2945 | 2946 | 2947 | 2948 | 2949 | 2950 | 2951 | 2952 | 2953 | 2954 | 2955 | 2956 | 2957 | 2958 | 2959 | 2960 | 2961 | 2962 | 2963 | 2964 | 2965 | 2966 | 2967 | 2968 | 2969 | 2970 | 2971 | 2972 | 2973 | 2974 | 2975 | 2976 | 2977 | 2978 | 2979 | 2980 | 2981 | 2982 | 2983 | 2984 | 2985 | 2986 | 2987 | 2988 | 2989 | 2990 | 2991 | 2992 | 2993 | 2994 | 2995 | 2996 | 2997 | 2998 | 2999 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 3038 | 3039 | 3040 | 3041 | 3042 | 3043 | 3044 | 3045 | 3046 | 3047 | 3048 | 3049 | 3050 | 3051 | 3052 | 3053 | 3054 | 3055 | 3056 | 3057 | 3058 | 3059 | 3060 | 3061 | 3062 | 3063 | 3064 | 3065 | 3066 | 3067 | 3068 | 3069 | 3070 | 3071 | 3072 | 3073 | 3074 | 3075 | 3076 | 3077 | 3078 | 3079 | 3080 | 3081 | 3082 | 3083 | 3084 | 3085 | 3086 | 3087 | 3088 | 3089 | 3090 | 3091 | 3092 | 3093 | 3094 | 3095 | 3096 | 3097 | 3098 | 3099 | 3100 | 3101 | 3102 | 3103 | 3104 | 3105 | 3106 | 3107 | 3108 | 3109 | 3110 | 3111 | 3112 | 3113 | 3114 | 3115 | 3116 | 3117 | 3118 | 3119 | 3120 | 3121 | 3122 | 3123 | 3124 | 3125 | 3126 | 3127 | 3128 | 3129 | 3130 | 3131 | 3132 | 3133 | 3134 | 3135 | 3136 | 3137 | 3138 | 3139 | 3140 | 3141 | 3142 | 3143 | 3144 | 3145 | 3146 | 3147 | 3148 | 3149 | 3150 | 3151 | 3152 | 3153 | 3154 | 3155 | 3156 | 3157 | 3158 | 3159 | 3160 | 3161 | 3162 | 3163 | 3164 | 3165 | 3166 | 3167 | 3168 | 3169 | 3170 | 3171 | 3172 | 3173 | 3174 | 3175 | 3176 | 3177 | 3178 | 3179 | 3180 | 3181 | 3182 | 3183 | 3184 | 3185 | 3186 | 3187 | 3188 | 3189 | 3190 | 3191 | 3192 | 3193 | 3194 | 3195 | 3196 | 3197 | 3198 | 3199 | 3200 | 3201 | 3202 | 3203 | 3204 | 3205 | 3206 | 3207 | 3208 | 3209 | 3210 | 3211 | 3212 | 3213 | 3214 | 3215 | 3216 | 3217 | 3218 | 3219 | 3220 | 3221 | 3222 | 3223 | 3224 | 3225 | 3226 | 3227 | 3228 | 3229 | 3230 | 3231 | 3232 | 3233 | 3234 | 3235 | 3236 | 3237 | 3238 | 3239 | 3240 | 3241 | 3242 | 3243 | 3244 | 3245 | 3246 | 3247 | 3248 | 3249 | 3250 | 3251 | 3252 | 3253 | 3254 | 3255 | 3256 | 3257 | 3258 | 3259 | 3260 | 3261 | 3262 | 3263 | 3264 | 3265 | 3266 | 3267 | 3268 | 3269 | 3270 | 3271 | 3272 | 3273 | 3274 | 3275 | 3276 | 3277 | 3278 | 3279 | 3280 | 3281 | 3282 | 3283 | 3284 | 3285 | 3286 | 3287 | 3288 | 3289 | 3290 | 3291 | 3292 | 3293 | 3294 | 3295 | 3296 | 3297 | 3298 | 3299 | 3300 | 3301 | 3302 | 3303 | 3304 | 3305 | 3306 | 3307 | 3308 | 3309 | 3310 | 3311 | 3312 | 3313 | 3314 | 3315 | 3316 | 3317 | 3318 | 3319 | 3320 | 3321 | 3322 | 3323 | 3324 | 3325 | 3326 | 3327 | 3328 | 3329 | 3330 | 3331 | 3332 | 3333 | 3334 | 3335 | 3336 | 3337 | 3338 | 3339 | 3340 | 3341 | 3342 | 3343 | 3344 | 3345 | 3346 | 3347 | 3348 | 3349 | 3350 | 3351 | 3352 | 3353 | 3354 | 3355 | 3356 | 3357 | 3358 | 3359 | 3360 | 3361 | 3362 | 3363 |
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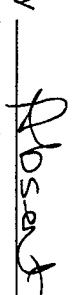
Absent any written amendment to this Agreement to the contrary in any instance, for each person-day Supplemental Services provided by MRC personnel in the MRC positions described in the table below, Customer shall pay MRC an amount calculated by multiplying the then-current daily wage paid by MRC to such individual, multiplied by the "Billing Rate" provided for in the table below. MRC reserves the right to determine the minimum length of any Supplemental Services engagement. Customer shall additionally reimburse MRC for all travel, living and related expenses that MRC and/or its personnel reasonably and actually incur in providing Customer with Supplemental Services:

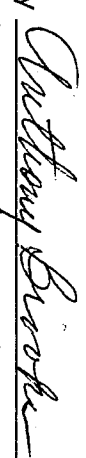
| Personnel Resource | Hourly Rate |
|------------------------|-------------|
| Manager | \$75.00 |
| Database Administrator | \$75.00 |
| Programmer/Analyst | \$75.00 |
| Web Developer | \$75.00 |
| Network Specialist | \$75.00 |
| Help Desk Specialist | \$65.00 |
| GIS Consultant | \$75.00 |


N.B.: Annual Cost Adjustment is not included. Rates are subject to escalation equal to contract COLA.


The undersigned each represent and warrant that s/he is authorized to execute this document on behalf of the respective party and any and all actions necessary for this to constitute the valid and binding act of the respective party have occurred.

for City of Evansville

By 
Jack McNeely, President
Evansville Board of Public Works

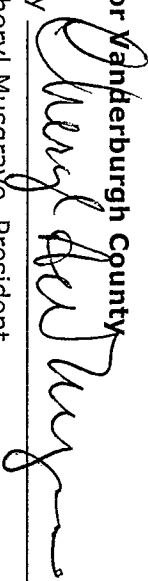
By 
Anthony Brooks, Vice President
Evansville Board of Public Works


By 
~~Sharon A. Evans~~, Member
Evansville Board of Public Works

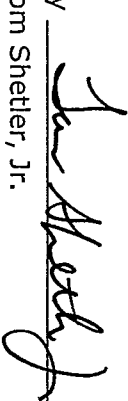
Attested By 
Sharon A. Evans, Secretary
Evansville Board of Public Works

Effective Date 9-21-06

for Vanderburgh County

By 
Cheryl Musgrave, President
Vanderburgh County Board of Commissioners


By 
Bill Nix
Vanderburgh County Board of Commissioners

By 
Tom Shetter, Jr.
Vanderburgh County Board of Commissioners

Attested By 
Bill Fluty,
Vanderburgh County Auditor

Effective Date 9-18-06

For Mark Rolley Consulting, Inc.

By 
Mark Rolley
President
Mark Rolley Consulting, Inc.